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PALÆSTRA OXONIENSIS

Property Law

ELEMENTARY QUESTIONS
ON
REAL AND PERSONAL PROPERTY

OXFORD

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FOR

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ELEMENTARY QUESTIONS
ON THE
LAW OF PROPERTY

REAL AND PERSONAL

SUPPLEMENTED BY

ADVANCED QUESTIONS ON THE LAW OF CONTRACTS

WITH COPIOUS REFERENCES THROUGHOUT

BY

PHILIP FOSTER ALDRED, B.A.

HERTFORD COLLEGE, OXFORD



Oxford

JAMES THORNTON, HIGH STREET

1876

1

P R E F A C E.

THE object of this book is to furnish the Student with a means of testing the progress and accuracy of his work by accustoming him to answer Questions, the majority of which have actually been set in Examination. The Questions are primarily intended for Passmen, but numerous Honour Questions have been inserted; that these might be easily recognised, they have been numbered in blacker type. The Special Questions on Contracts, the numerous references to standard text books other than Stephen's Commentaries, and the lists of cases and statutes cited, have also been added in the hope that the book may prove of some service to Classmen. It has been thought advisable not to answer the Questions directly, but simply to indicate, by copious References, where full and complete information on the subject may be found.

Although essentially an Oxford book, it may probably be found useful to other Students, such as those preparing for the Cambridge Examinations, and those of the Council of Legal Education, and the Incorporated Law Society.

The Questions have been collected from various

sources. I have to thank the Council of Legal Education, and the Incorporated Law Society, for permission to reprint some of their Questions. The Publisher's thanks are also due to the Delegates of the Clarendon Press for permission to reprint Questions which have been set in the different Oxford Examinations. The papers of the Vinerian, B.C.L., and Examination for Call to the Bar (Honours), have been freely made use of.

The first Index consists of a list of technical terms made use of in the Questions ; the second supplies a key to the different subjects mentioned in the text. It is hoped by thus dividing the Index to facilitate reference.

Lists of Authorities cited and of Maxims quoted will also be found.

Great care has been exercised in verifying the references, but it is possible that in so large a number of figures some errors have escaped notice. It is hoped that if any errata are detected, notice may be given to the Publisher, who will gladly receive any communications on the subject.

As anticipated, the law as to crossed cheques has been amended by the 39 & 40 Vict. c. 81, the last public statute of this session.

P. F. A.

HERTFORD COLLEGE, OXFORD :

August, 1876.

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NOTICE.

THE subjects are here arranged in the same order as in Mr. Stephen's 'Commentaries,' but the chapters do not correspond. The references are to the seventh edition ; but, in order that the equivalent passage in the sixth edition might easily be found, the pages where the subject is treated in both the sixth and seventh editions are given at the commencement of every chapter.

Erratum.

Page 89, Quest. 14, *for* bonarum *read* bonorum.

ELEMENTARY QUESTIONS
ON
THE LAW OF PROPERTY.

PART I.—REALTY.

CHAPTER I.

TENURES.

(Stephen's 'Commentaries,' vol. i. 7th ed. 172-228; 6th ed. 180-238.)

1. What were the feudal burdens on land, and when were they finally abolished?

Ste. 177 *et seq.*, (pure feud), 189 *et seq.*, (English feuds), 12 Car. II. c. 24, Digby 312-320. Ste. 204.

2. Trace the history of the establishment of primogeniture in relation to real property. With what local customs did this principle conflict?

Ste. 179 *et seq.*, 403; 211 (burgage tenure), 213 (gavelkind). Digby R.P. 38, 72, 340.

3. Enumerate and briefly explain the feudal burdens on land. In what respect did the Crown differ from other lords?

See Answer I. and Ste. 198 (primer seisin) *et seq.* Digby 27, 28; 64-70.

4. Mention the principal incidents in which tenure by chivalry and free socage tenure (1) agreed and (2) differed.

Ste. Comp. 189, 205, with 205, 120. Digby 38, 39.

5. 'No man is in law the absolute owner of lands.' Explain this.

Ste. 185-187. Williams 17.

6. Explain the following terms :—*Feudum novum ut antiquum, valor maritagii, ousterlemain, frankalmoign, grand serjeanty, burgage tenure, ancient demesne.*

Step. 395, 193, 191, 226, (200 and 210), 211, 223.

7. Enumerate the various kinds of tenure, stating the characteristics of each.

Step. 187, 188, 211 (burgage), 186 (in capite), 188 (in chivalry), 226 (frankalmoign), 200 (grand serjeanty), 210 (petit), 247 (perfect and imperfect), 205 (socage), 188 (villein), 214 (copyhold), 227 (Divine Service), Digby 99, 104.

8. Describe the incidents of tenure in chivalry, and explain how far any of them attach to tenures now subsisting.

Step. 188 *et seq.* Notice 16 Car. I. c. 20, and particularly 12 Car. II. c. 24, Ste. 204.

9. (1) What species of tenure subsist at the present day?

(2) In what ways may tenure now be created?

(3) What are the incidents of tenure in free-socage?

(1) Socage, grand serjeanty, frankalmoign, copyhold; also certain varieties of socage tenure, viz., gavelkind, Borough English, ancient demesne, petit serjeanty. Notice 12 Car. II. c. 24. Leake 29.

(2) Vide *Quia emptores*, Ste. 235. Leake 18. *Bradshaw v. Lawson*, 4 T. R. 44. Leake 21.

(3) Ste. 205 *et seq.*

10. (1) Explain clearly the difference between forfeiture and escheat. When may the two operate together?

Step. 178, 435, 454, 443.

(2) Explain *customary freehold, trinoda necessitas, villeins regardant, court baron, heriot, cornage, tenant paravail.*

Step. 225, 227, 216, 215, 221, 201, 186.

11. Estimate carefully the effect of 12 Car. II. c. 24 on the existing system of tenure.

Digby 316, 312, 315. Leake 29. Ste. 204. Hallam, 'Const. Hist.' 507.

12. Sketch the history of copyhold tenure.

Ste. 214 *et seq.* Digby 110, 42, 213, 222.

13. 'Lands are now usually held by one species of tenure; the principal exceptions to this rule are purely local.' Explain, and give a list of different local tenures.

12 Car. II. c. 24: gavelkind, burgage, Borough English. Ste. 211, 204, 205. Leake 30.

14. 'No freehold can be now converted into copyhold, but a copyhold is capable of being turned into a freehold.' Explain this.

Ste. 220, 221. Leake 21, 97.

15. Explain carefully the constitution of a manor.

Ste. 214. Leake 19-20. Digby 34 *et seq.*

16. State Blackstone's theory as to the introduction of feudal tenures, and comment on its defects.

Step. 172 *et seq.* Compare with Stubbs, 'Const. Hist.,' I. 257, 258 *et seq.*, 266 *et seq.*, and with Digby 22 *et seq.*

17. How far have the successive changes in the theory of land tenure been due (1) to the influence of the lords, (2) to state policy?

The whole chapter on Tenures in Stephen must be read to answer this question.

18. Mention the different tenures and courts which *might have been found coexisting on an ancient manor*

in the reign of Edward I. Which of them still subsist in any form ?

Step. 214 *et seq.*, 224, 225, 625 *et seq.* Leake 19-22. Digby 40 *et seq.*, 34, 147.

CHAPTER II.

FREEHOLD ESTATES OF INHERITANCE.

(Stephen's 'Commentaries,' 6th ed. 238-262; 7th ed. 229-252.)

1. What is the meaning of 'estate' ? Distinguish a 'mere possibility' and 'a power' from an 'estate.'

Ste. 229.

2. Classify the various species of freehold estates.

Ste. 230.

3. Define an estate in fee simple.

Ste. 233.

4. Explain (1) base fee, (2) fee in abeyance, (3) fee conditional, (4) equitable estate, (5) livery of seisin, (6) seised in demesne as of fee, (7) qualified fee, (8) quasi-entail.

Ste. (1) 239, (2) 236, (3) 239, (4) 230, (5) 231, (6) 234, (7) 239, (8) 450.

5. What was the policy of the barons in procuring the passing of the statutes *Quia emptores* and *De donis* ?

Ste. 234 ; for *De donis* 242. Digby 162, 153.

6. What words are necessary where land is given (1) by deed, (2) by will, to pass the fee ?

Ste. (1) 237, (2) 237 *et seq.*

7. Describe the origin of estates tail, and distinguish

carefully the powers of the donee in tail in the reign of Henry VIII. from his powers to-day.

Ste. 241 *et seq.* Digby 153-160, 176-184.

8. To what extent has an eldest son (tenant in tail) power, in the lifetime of his father (tenant for life) to bar the entail against his father's wish?

Ste. 251, and side note (t) 579. Williams 49, 50.

9. What is the position of a tenant in tail in possession as respects :—

(1) Waste.

(2) Power to bar entail.

(3) Power to grant leases.

(4) Liability to have his estate charged for debt.

Williams 55, 56. Ste. 251, 252, 250 and 251.

10. Explain the effect of—

(1) Limitation in tail special.

(2) Feoffment in fee by a tenant for life.

(3) A fine.

(4) A recovery.

(5) Grant to a man and his seed.

Ste. (1) 244, (2) 316, (3) 249, (4) 247, 568, (5) 245.

11. Give a description of Taltarum's case, and state what successive alterations in the law of entail were effected in the reign of Henry VIII.

Ste. 248. Year Book, 12th Ed. IV. 14, 19. Ste. 249, 250. Digby 182.

12. How was the law of entail affected by 3 & 4 Wil. IV. c. 74, and 1 & 2 Vict. c. 110?

Ste. 252, and 251 (judgment debts). Leake 40, 39, 385.

13. Define an estate tail. How far do estates tail owe their present attributes to statute law?

Ste. 242. Digby 153-160, 176-184. Ste. 240-253.

14. Show how the different kinds of estates known to English law can be traced to the consideration in early times of the quality and quantity of the services by which they were respectively held.

Ste. 230 and 186 *et seq.* Digby 99, 100.

15. 'Restraint on alienation was a striking part of the feudal polity.' Examine this.

Digby 74-77, 97, 112-115, 162. Ste. chap. ii.

16. What estate is taken by A in the following?—

(1) Grant, unto and to the use of A, his heirs and assigns for ever.

(2) Unto and to the use of A, and the heirs of his body lawfully begotten.

(3) Unto and to the use of A, and his heirs, tenants of the manor of Woodstock.

(4) Unto and to the use of A for his natural life, or for the life of B.

Ste. 237, 242, 239, 256, 448.

17. Sketch the history of the strict settlement of lands. To what objections is the practice liable, and what means have been adopted to obviate those objections?

Ste. 251. Williams 50. Papers of the Juridical Society, vol. i. 47 *et seq.* Ste. 332. Bentham, 'Principles of Legislation,' 174-5. Digby 176-182. Ste. 332.

18. Discuss the policy of the innovations of Henry VII. as respects the freer alienation of settled estates.

Ste. 249, 250. Hallam, 'Const. Hist.' 24.

CHAPTER III.

FREEHOLD ESTATES NOT OF INHERITANCE.

(Stephen's 'Commentaries,' 254-279, 7th ed.; 238-288, 6th ed.)

1. Enumerate and classify estates for life.

Ste. 254 *et seq.* Williams 16-33. Leake 189-196.

2. State the law with respect to estovers and emblements.

Ste. 256, 258.

3. A, tenant for life, lets a farm for twenty-eight years to B, and dies two years before the expiration of the term. B had previously sub-let to C for seven years, three of which had still to run. How, if at all, and why, are the rights and obligations of B and C (as to timber, growing crops, or rent) affected by A's death?

Ste. 258, 259, 260, 261. Notice 33 and 34 Vict. c. 35.

4. Explain fully, with instances, 'act of God,' 'act of party,' 'act of law.'

Ste. 258, 254, 258 and 259 (a divorce), and Wharton.

5. Explain *voluntary and equitable waste, tenancy pur autre vie, tenancy by the curtesy initiate, dower de la plus belle and ad ostium ecclesiæ, widow's quarantine.*

Ste. 257, 448, 265, 270, 270, 271.

6. Describe the nature of tenancy in tail after possibility of issue extinct.

Ste. 262.

7. Sketch the history—

(1) Of jointure.

(2) Of dower.

Ste. (1) 273, (2) 267, 277. Digby (1) 255, 274, 275, (2) 94, 95, 251, 293.

8. What have been the methods at different periods of our legal history of barring a wife's dower ?

Ste. 272 *et seq.* Williams 227 *et seq.* Wilson's 'Modern English Law,' 131. Digby 284.

9. Explain the origin of dower, and contrast with dower the Roman *dos*.

Ste. 267. Maine, 'Early Inst.' 319 *et seq.* Mackenzie, R. L. 103, 111. Digby 75.

10. How far does a tenant for life owe his present powers of user—

(1) To statute law.

(2) To Chancery ?

Williams 16-33. Ste. 256-261.

11. What are the common law incidents of an estate for life, and how far have they been varied by statute ?

Ste. 256-261. Williams 23-33.

12. To what kind of products does the doctrine of emblements extend ?

Williams 27. Ste. 259. Williams P. P. 17. Wharton 'Emblements.'

13. What is the effect of—

(1) Grant of Whiteacre to A. B. ?

(2) Grant to Jane Styles, of Whiteacre, *durante viduitate*.

(3) Divorce on the wife's right to dower.

Ste. 255, 255, 268.

14. What is a tenancy by the curtesy, what facts are required for the creation of the estate ?

Ste. 263, 265. Williams 220.

15. What requisites are necessary before a widow *can be barred* of her jointure by dower ?

Ste. 273.

16. Conveyance of fee simple estates to A and the heirs of his body by Jane his wife. Jane dies without issue, leaving A surviving ; what is then the nature of A's interest, and how can he acquire the fee simple ?

Ste. 262. He must buy the reversion.

CHAPTER IV.

OF ESTATES LESS THAN FREEHOLD.

(Ste. 281-296, 7th ed.; 289-306, 6th ed.)

1. Explain :—*Chattels real, termor, interesse termini, possession of a chattel real, emblement.*

Ste. 280, 282 (note) and 285, 287, 286, 288.

2. Explain the following maxims :—*Id certum est, quod certum reddi potest. The possession of the termor constitutes the seisin of the freeholder.*

Ste. 285. Broom's 'Maxims' 556. Williams 138. Ste. 316.

3. What are the rights and liabilities of a tenant for years ?

Ste. 287 *et seq.* Williams 375 *et seq.*

4. What is a tenancy 'from year to year' ? Explain clearly the relation of this tenancy to an estate at will.

Ste. 291, 289. Williams 376, 375.

5. A takes Whiteacre at Lady Day, 1870, 'for a year, and so on from year to year.' What is the earliest period at which his tenancy can be determined ?

Ste. 292. Leake 200.

6. Explain the nature of an estate at sufferance ; what is the speediest and cheapest remedy for landlords as against their tenants holding over ?

Ste. 293, 295. Leake 212, 213.

7. What is the effect of the following :—

(1) Lease to Oliver Styles for **as many** years as James Smith shall name ?

(2) Lease to **X for the** term of ten years, after the **expiration** of the said term to Y for six, after the **expiration** of the said six years to Z for five ?

Ste. (1) 285, (2) 286.

8. What formalities have from time to time been necessary to the creation of a valid lease ?

Ste. 287. Digby 168-175.

9. Trace the steps by which the position of the tenant for years gradually became bettered.

Ste. 284. Digby 123-127, 168-175. Williams 375 *et seq.*

10. 'The tenant at sufferance hath mere possession without privity.' Explain this carefully.

Ste. 296. Leake 212, 213.

11. Can a lessee for 999 years grant an estate for life ? Give a reason for your answer.

Ste. 282. Williams 8-10.

12. Is there any, and if any, what, distinction between a tenancy from year to year, and a tenancy at will ?

Ste. 289-292. Leake 200, 201, 206, 207. Williams 375-377.

13. What is the effect of :—

(1) Lease to A. B., at an annual rent, without limiting any certain period ?

(2) Lease to C. D. by parol of Whiteacre for two years at a rent of one shilling ?

(3) Lease by P. Q. to X. Y., of land in which the said P. Q. had no interest ?

(1) Ste. 292, (2) Ste. 292, 287, (3) Williams 381.

14. How long do the covenants contained in a lease bind the lessee ?

Williams 382. Ste. 514.

15. What covenants bind the assignee of a lease ?

Ste. 525. Williams 382.

16. What leases must be made by deed ?

Ste. 287, 292.

17. In what respects do chattels real differ in their nature from freehold interests ?

Ste. 280-282. Williams 8.

18. The effect of :—

(1) Lease for 20 years if J. S. shall so long live.

(2) Lease for as many years as C. D. shall live.

(3) Death of A or B on an existing tenancy from year to year, where A holds of B.

Ste. (1) 286, (2) 286, (3) 293.

19. What does A take under the following limitations ?

(1) Lease to A and the heirs of his body for 999 years.

(2) Lease to A by B, until the said B shall require the land demised for building purposes.

(1) Leake 206. Ste. 242. (2) 291 *note* (o).

20. Sketch the origin and history of leasehold interests.

Digby 123-127, 168-175. Ste. 284. Williams R.P. 8.

CHAPTER V.

ESTATES UPON CONDITION.

(Stephen's 'Commentaries,' 297-312, 7th ed.; 307-322, 6th ed.)

1. 'Franchises are held upon conditions implied in law.' Explain this statement.

Ste. 297, 298.

2. What is the effect of :—

(1) A grants to B, tenant for years of Whiteacre, that he shall have the fee if he expend 1,000*l.* in draining Whiteacre before two years are expired?

(2) Grant to X, parson of Cowley St. John, of 100 acres of land in fee?

(3) Grant to A of Whiteacre on condition he goes to Rome in a day?

Ste. 299-303.

3. What is the effect of a breach of :—

(1) A condition subsequent?

(2) A conditional limitation?

Ste. 300. Leake 214 *et seq.*

4. Explain the nature of *vivum vadium*.

Ste. 304.

5. Explain fully what is meant by a mortgage, and the position of the parties to it.

Ste. 304 *et seq.* Leake 232 *et seq.* Williams 406.

6. How is the position of the mortgagor affected by the Judicature Act, 1873?

36 and 37 Vict. c. 66, s. 25 (5). Ste. 308.

7. Sketch carefully the history of Chancery jurisdiction in matters of mortgage.

Ste. 306 *et seq.* Digby 211, 330. Haynes 130.

8. Show how the law regarding mortgage exemplifies the distinction between *legal* and *equitable* estate.

Ste. 308.

9. Explain :—*Equitable mortgage, power of sale in mortgage deed, tacking a mortgage, estate by statute merchant, equity of redemption.*

Williams 417, 413, 423. Ste. 309, 306.

10. How is the mortgage of leasehold property effected ?

Williams R.P. 416. Leake 300.

11. How is the law of mortgage affected by the Vendor and Purchaser Act, 1874 ? and by the Land Transfer Act, 1875 ?

Leake 506. 37 and 38 Vict. c. 78, s. 7. L. T. Act, s. 129.

12. In what light was a mortgage debt regarded :—

(1) At law ?

(2) In equity ?

Williams 406. Ste. 305.

13. Can the mortgagee of a real estate, without express power, sell the property ?

23 and 24 Vict. c. 145. Williams 413. Ste. 308.

14. State briefly the usual contents of a mortgage deed.

Date, parties, recitals, testatum, habendum, proviso for redemption, and for mortgagor to enjoy until default, covenants to pay principal and interest, and to insure absolute covenants of title, and (power of sale). Williams 413.

15. Mortgage money not being paid, what are the remedies to which a mortgagor may resort ?

Action of ejectment (Williams 410); bill of foreclosure (Ste. 307); sale under the power of sale in the deed, or under statutory power (Williams 413).

16. What was the old common law form of mortgage?

Digby 210. Ste. 304.

17. What remedies had a creditor against his debtor's lands in the reign of Edward II.?

Ste. 309, 310. Digby 207.

18. Explain the nature, and write the history of an estate by *elegit*.

Ste. 310. Williams 82, 84. Digby 207, 208, 330.

CHAPTER VI.

ESTATES IN REVERSION AND REMAINDER.

(Stephen's 'Commentaries,' 313-337, 7th ed.; 323-347, 6th ed.)

1. Explain and illustrate the differences between (1) vested and contingent remainders, (2) reversions and remainders.

Ste. (1) 326, (2) 314, 319. Leake, 322, 314, 317.

2. What was the effect at common law of a tenant for years conveying by feoffment a fee simple estate to another? By what act was the law on this point altered?

Ste. 316, 317. Williams 142.

3. Explain:—*Merger, particular estate, posthumous child, seised of the reversion as of fee, executory remainder.*

Ste. 317, 319, 331, 316, 326.

4. What is the effect of :—

(1) Livery of Whiteacre to A in fee, with remainder granted to X?

(2) A seised of Whiteacre in fee, conveys it by feoffment to B and his heirs to hold from Michaelmas next?

(3) Lease to A, by word of mouth, from next Lady-day seven years for the term of two years?

Ste. (1) remainder limited on fee, 321, (2) 322, (3) 322. And see Stat. of Frauds.

5. 'Conveyance by livery of seisin is utterly incapable, without the interposition of a particular estate, of passing a freehold that is to take effect in possession at a future date.' Explain this fully.

Ste. 322. Leake 313. Williams 261.

6. Give the effect of :—

(1) A, seised in fee of Whiteacre, demises it to B for 21 years, and next day conveys the remainder of his estate to C in fee.

(2) Grant to A for 20 years, and three days after the expiration of that term remainder to X in fee.

(3) Lease to A to hold at will of lessor, remainder to B in fee.

Ste. (1) 324 (?), (2) 324 (?), (3) 324 (?).

7. Give the rules that govern the creation of contingent remainders.

Ste. 329. Williams 261. Leake 326. Digby 193.

8. What is the effect of the following :—

(1) Grant to A for three years, remainder to the eldest son (unborn) of B in fee?

(2) Feoffment to A for life, remainder to the survivor of B, C, and D?

Ste. (1) 329 (?), (2) 329 (?).

9. 'Since 8 & 9 Vict. c. 106, trustees to preserve contingent remainders, in certain cases, have become unnecessary.' Explain this fully.

Ste. 334, 330, 331 *et seq.* Williams 274, 273.

10. What is effected by:—

(1) Grant to X for life, remainder to the first and other (unborn) sons of Y successively in tail, remainder to the first and other sons of X successively in tail?

(2) Grant to A for life, remainder to (unborn) son of A in tail, remainder to right heirs of grantor? A surrenders his life estate before a son is born to him.

Ste. (1) 334, Rule in *Shelley's* case, 335, 336, (2) 334, 8 and 9 Vict. c. 106.

11. What is the difference between contingent remainders and executory interests?

Wharton's Law Lexicon 348. Williams 279.

12. An estate is limited to A for life, remainder to the first and other sons of B in tail, with remainder to C in fee. A dies, leaving B and C surviving, but B being unmarried, to whom does the estate devolve?

Read 8 and 9 Vict. c. 106, sec. 8 *carefully*. And consult Ste. 334, *et ante*.

13. What is the effect of:—

(1) A, reversioner in fee, marries B, tenant for years?

(2) A, reversioner in fee, buys the interest of B, tenant in tail?

(3) A, tenant of a term of 14 years, buys the reversionary interest of B, such interest being also for a term of years?

Ste. 317-319. Williams 272 *et seq.*

14. Explain the nature of a strict settlement.

Ste. 333. Williams 49. Digby 181 *note*, and Wharton.

15. State and explain historically the rule in *Shelley's case*.

Digby 195. Williams 245. Leake 342. Ste. 334.

16. A, on his marriage, limited a freehold estate to the use of himself for life, remainder to the use of his first and other sons successively in tail, with remainder to the use of B in fee; are either, and which, of the above remainders vested or contingent?

Ste. 326-328.

17. What is the difference between a contingent remainder and an executory devise?

Ste. 612, 326. Williams 279-280.

18. 'The conception of a remainder is peculiar to English law.' Compare with other systems of law.

Digby 195-196.

CHAPTER VII.

ESTATES IN COMMUNITY.

1. Distinguish clearly an estate in common from an estate in severalty.

Ste. 338, 351. Digby 201 *et seq.*

2. Explain :—*Seised per tout et non per my, jus accrescendi præfertur oneribus, parceners by particular custom, cross remainder, hotchpot.*

Ste. 342, 343, 347, 354, 348.

3. Explain what estates A and B take under the following limitations :—

- (1) Grant to A and B and their heirs.
- (2) Grant to A for life, with remainder to B and the eldest son (unborn) of C and their heirs.
- (3) Grant to A and B and the heirs of the body of A.

Ste. (1) 339, (2) 340, (3) 341.

4. What are the characteristics of an estate in coparcenary ?

Ste. 346 *et seq.* Williams 100.

5. In what ways can a joint tenancy be destroyed ?

Ste. 344 *et seq.* Williams 133.

6. State the effect of :—

- (1) A grant to S and T (husband and wife) and V and their heirs.
- (2) Lands descend in gavelkind to A, B, and C.
- (3) A devise of lands to P and Q, equally to be divided between them.

Ste. (1) 342, (2) 347, (3) 353.

7. What words are necessary in a conveyance to create :—

- (1) A joint tenancy ?
- (2) A tenancy in common ?

Ste. (1) 339, (2) 353. Williams 129 *et seq.*

8. Explain the statement that the ancient law favoured joint tenancy rather than tenancy in common.

Ste. 354, 353.

9. '*Cujus est divisio, alterius est electio.*' How does this maxim bear on the rules of coparcenary ?

Ste. 350.

10. State the objections that may be advanced to the system of holding lands in community.

Bentham, 'Principles of Civil Code,' 194-198.

11. How does an estate in coparcenary differ from an estate in joint-tenancy?

Ste. 347.

12. A, B, and C are brothers, A being the eldest; B, and C become joint tenants of land in fee; B, without C's knowledge, conveys his undivided moiety in fee to D by way of mortgage; B then dies. Does C, on B's death, take the entirety, or does a moiety (subject to the mortgage) descend to A as B's heir-at-law?

Ste. 345, 346, 351, 352. Williams 133. The jointure is severed by the mortgage. The share of B will descend to his heir subject to the incumbrance.

13. What is the effect of a grant of lands to X and Y, and the heirs of their bodies?

Williams R. P. 129. Ste. 352.

14. Contrast the powers of user respectively possessed by the joint tenant, tenant in common, and coparcener.

Ste. 339-355. Williams 100, 129-136.

15. A and B hold an estate in fee as joint tenants: B dies and devises his share to X. Is the jointure dissolved?

Ste. 345.

CHAPTER VIII.

USES AND TRUSTS.

(Stephen's 'Commentaries,' 356-383, 7th ed.; 366-394, 6th ed.)

1. Write the history of Uses before the statute.

Ste. 356-366. Digby, ch. vi. Leake 99.

2. State fully the effect of the Statute of Uses on beneficiary interests in land.

Ste. 366-368. Digby, ch. vii. Leake 103-115.

3. In what ways since the Statute of Uses has it been possible to separate the beneficial from the legal interest in land?

Ste. 369, 370 *et seq.* Williams 156. Leake 125.

4. Explain:—*Cestui que use, resulting trust, shifting use, springing use, use upon a use, active trust, executory trust, trust implied.*

Ste. 361, 375, 546, 545, 369, 372, 374, 375.

5. What were the aims of the Legislature in passing the Statute of Uses, and how far were those ends attained?

Vide Lord Bacon's Complaint, Ste. 365. Ste. 366, 369, 371 *et seq.*
Williams 152-154, 154-156 *et seq.* Leake 103, 125. Digby 268.

6. In an ordinary case of feoffment to uses before 27 Hen. VIII., c. 10, to what extent and with what limitations were the rights and liabilities of ownership, as regards enjoyment and power of alienation, possessed by feoffee and *cestui que use* respectively?

Ste. 360 *et seq.* Leake 99-103. Williams 152.

7. What was the object of the Statute of Uses? Quote the enacting words, and show what consequences flowed from the precise language employed.

Ste. 365, 366, 368. Digby 269, 276 *et seq.* Williams 154, 177 *et seq.*

8. 'The effect of this statute, whenever it comes into operation, is to execute the use.' Illustrate this.

Ste. 367.

9. What is the effect of :—

(1) Grant to A to the use of B and C.

(2) Grant of a right of road over Whiteacre to P in trust for Q.

(3) A agrees to sell Whiteacre to B, and B pays over the purchase money.

(4) An assignment of a term of 99 years to P to the use of Q.

(5) Grant to Y for life to the use of B in fee.

Ste. (1) 367. Notice interest B and C had before statute, (2) 360 (t), (3) 362, 367, (4) 368, (5) 368.

10. Explain 'uses and trusts.' What differences are there between uses of land before and after the Statute 27 Hen. VIII., c. 10.

Ste. 356, 374, 357, 358, 366, 367, 370, 371.

11. In what respects, and on what grounds, was the application of the Statute of Uses restricted by judicial decision?

Ste. 368, 369, 370. Williams 157.

12. 'Uses may be created expressly or by implication, by grant (or feoffment), or by contract.' Explain and illustrate this.

Ste. 361, 360, 362.

13. 'No estate capable of being considered as a remainder (according to the rules by which remainders

are limited) shall ever be construed as a shifting or springing use.' Explain this.

Ste. 545, 546, 547. Williams 283.

14. What is the effect of :—

(1) A feoffment to A and his heirs without consideration.

(2) B bargains and sells Whiteacre to C to the use of D.

(3) Grant to E of Blackacre ; E is to receive and pay over the profits to F.

(4) Grant to N upon such trusts as grantor shall hereafter appoint.

(5) Grant to the Fellows and Scholars of Hertford College to hold to the use of J. B.

Ste. (1) 361, (2) 370, (3) 370, (4) 374, (5) 362.

15. Explain the use made of satisfied terms.

Ste. 380. Williams 404. Leake 221.

16. Give the substance of the legislation on equitable interests before the Statute of Uses. To serve what ends had such several acts been passed ?

Ste. 366. Digby 268. Ste. 359.

17. Contrast the advantages of holding lands in use with the common law method of tenure.

Ste. 364. Digby 243, 244, 251, 252, 255.

18. Show from legal history the necessary implication of wills with uses in the Statute 27 Hen. VIII., c. 10.

Ste. 592, 593. Digby 269, 303.

19. How can the following be effected :—

(1) A wishes to convey lands to himself with the effect of changing the title into one by purchase.

(2) To grant lands to his son and yet reserve power to revoke his grant.

(1) Ste. 542, Leake 114. (2) Ste. 547.

20. Discuss the advantages and disadvantages attendant on the system of modern conveyancing by way of trusts.

Williams' 'Personal Prop.' 428. Ste. 551. 'Papers of Juridical Society,' vol. ii. 622 *et seq.*

CHAPTER IX.

TITLE BY DESCENT.

(Stephen's 'Commentaries,' 384-435, 7th ed.; 399-446, 6th ed.)

1. Explain :—*Purchase, devisee, act of party, heir presumptive, feudum novum, successio per stirpes, quasi-purchaser, 'breaking the descent.'*

Ste. 385, 385, 385, 389, 394, 407, 427, 430.

2. Illustrate the bearing of the following maxims on the law of inheritance :—

(1) *Seisina facit stipitem.*

(2) *Possessio fratris facit sororem esse heredem.*

These both refer to the history of the law of inheritance. (1) Ste. 396. Williams 98. (2) Ste. 421. Leake 62.

3. What were the inconveniences for which a remedy was provided by the Act 3 and 4 Will. IV., c. 106?

Williams 98, 103, 106. Ste. 399, 409, 421.

4. 'Seisina facit stipitem.' Contrast this rule with the modern rule; and give examples of cases in which the two rules lead (1) to the same (2) to a different result.

Ste. 396, 397, 399. Williams 97. Ste. (1) 398, (2) 396, 397. Leake 60 *et seq.*

5. What new principles were introduced by the Inheritance Act of Will. IV. ?

Ste. 391, 409, 425, 426. Wilson 206. Williams 97, 102, 106.
Leake 60-66.

6. 'Against this difficulty of proving by whom the estate was originally purchased, *the Act of Parliament* provides the following *rule of evidence*, which is to be understood as a necessary supplement to the *rule of descent* under consideration.' Explain this.

Ste. 392.

7. Answer the following :—

(1) A devised lands to B, his heir-at-law, on the first day of January, 1834. Is B heir or devisee ?

(2) A's heirs (the purchaser) have totally failed : from whom must we trace the descent ?

Ste. 400, 426.

8. A dies leaving three daughters, B, C, and D. B dies leaving two sons, C leaving two daughters, and D leaving a daughter and younger son. State the rights of the survivors to A's estate.

Ste. 408.

9. A person dies without issue leaving a father, grandfather, mother, and maternal grandmother. State the order in which these persons will succeed.

Ste. 412, 413.

10. A father has a son A by one wife, and two sons, B and C, and a daughter by a second wife. B purchases land and dies without issue, the father also dies. State the order in which these persons will succeed. Supposing the decease of A to have happened in 1830, would the order of descent have been different ?

Ste. 420, 421 *et ante*.

11. A dies leaving two granddaughters, the issue of a deceased daughter, a grandson, the issue of another deceased daughter, and two daughters ; to whom will his fee simple estate descend ?

The estate will descend, one-fourth to the grandson, another to the two granddaughters, and the other half equally between the two daughters. The grandson and granddaughters take by representation. The daughters, *per capita*, as parceners. Ste. 407, 406.

12. X, seised in fee of Whiteacre *ex parte materna*, makes a conveyance to the use of himself and his heirs ; what is the effect of this upon his estate ?

Ste. 430, 431.

13. One of two coparceners dies intestate, who will be entitled to her share ?

If the deceased had a child, her share would descend to such child. If not, her heir-at-law would take. The other coparcener might be the heir. Ste. 347 (2). *Cooper v. France*, 19 L. J. Ch. 313.

14. A dies intestate, seised in fee, leaving one daughter B, a son by a deceased daughter C, a son and a daughter by a deceased daughter D, a daughter by a deceased son E, and two daughters by a deceased daughter, F and G. To whom will A's estate descend ?

It will descend to the daughter of deceased son (E) as representing her father. Ste. 406 (rule iv.).

15. A who owns—

- (1) The manor of Dale in tail,
- (2) Whiteacre on a lease for 200 years,
- (3) A house in York in burgage tenure,
- (4) The Heath Meadow at will, and
- (5) Blackacre in fee in common with J. S.,

dies leaving a mother, two daughters, a grandson by a son deceased, and a niece, daughter of a brother deceased. What is the devolution of the different parts of his property among these persons ?

- (1) Ste. 388. Williams 57, 102. (2) Ste. vol. i. 281, vol. ii. 210 *et seq.* (3) Ste. 211. (4) Ste. 293. (5) Ste. 352, and the rules of descent, noticing Rule IV. 406.

16. State the principles upon which a law of succession should be framed ; and compare Bentham's scheme of intestate succession with that of the English law of real property.

Wilson 206. Bentham, 'Principles of Civil Code,' 177-183. Williams P. P. 377-381.

17. A man has one son B, and two daughters. B purchases land in fee and dies intestate, without issue, leaving his two sisters and his father surviving him. What becomes of his estate ?

The father takes. Ste. 409, 412.

18. A man dies unmarried, leaving his father and an elder brother surviving him. Which of these will be heir-at-law ? If he had left a widow, would it have altered the case ?

Ste. 409. A widow would not have made any difference, not being a blood relation.

19. If a person who is illegitimate dies intestate, leaving a son (illegitimate), and a younger son (legitimate), in what case may the elder inherit ?

Ste. 440, 439, 438.

20. A, an only child, acquires land from his mother by descent. B, also an only child, acquires land from his mother by purchase. On the deaths, unmarried and intestate of A and B, each leaving a brother of his father and a brother of his mother surviving him, to whom will the respective lands go ?

Ste. 'Descent,' Rules I. and II.

21. Account for the preference given to males over females in the common law of descent.

Ste. 405. . 2 Black. 'Com.' 212. Co. Litt. 165a.

CHAPTER X.

ESCHEAT AND FORFEITURE—OCCUPANCY.

(Stephen's 'Commentaries,' 435-466, 7th ed.; 447-481, 6th ed.)

1. What act is necessary to complete a title by escheat?

Ste. 435.

2. Explain *feudum apertum*, *mulier puisné*, *cestui que vie*, *quasi-entail*, *alluvion*, *discontinuance*, *special occupant*.

Ste. 436, 439, 448, 450, 452, 464, 449.

3. Explain the nature of title by escheat, and enumerate the cases in which it may occur.

Ste. 435, 436, 437, 438 *et seq.* Lord Mansfield in *Burgess v. Wheate*, 1 Eden, 227.

4. Sketch the history of the position of an alien with regard to the holding of land.

Ste. 440. Digby 325. Wilson 123, 259.

5. To what extent at the present day does felony or treason affect the enjoyment or transmission of an interest in land?

Ste. 442 *et seq.* Digby 345.

6. 'Escheat to the lord operated in subordination to forfeiture to the crown.' Explain this fully.

Ste. 443. Digby 344.

7. Explain exactly the difference between escheat and forfeiture. In what case did both operate?

Ste. 454, 435, 443. Leake 28. Glanville, lib. viii. c. 17.

8. In what cases may forfeiture occur?

Aird's Blackstone, 164. Ste. 454, 463, 465.

9. State the history and discuss the policy of alienation in mortmain.

Ste. 455-463. Shelford's 'Mortmain,' 2 *et seq.* Digby 150-153, 256, 257, 325.

10. State the provisions of 9 Geo. II. c. 36. How far has its policy been modified by later legislation?

Ste. 461, 462. Digby 325. Williams 68-75.

11. 'A feoffment made after 1st of October, 1845, shall not have any tortious operation.' Explain this fully.

Ste. 465. Williams 142, 143 (h).

12. What is a disclaimer, and what are its consequences?

Ste. 465. Wharton's Lexicon, 283.

13. Under what head of the law does Blackstone treat of estates *pur autre vie*? State fully the whole of the law with respect to such estates, both before and since the Statute of Frauds.

Ste. 448 *et seq.* Leake 193, 194. Williams 20.

14. Compare the English doctrines of *alluvion* and *dereliction* with the rules of Roman law on the same subjects, contrasting both with Bentham's dicta.

Ste. 452, 453. Gaius ii. § 70-72, § 66-69. Poste's Gaius 170, 2nd ed. 199. Geldart 29, 30. Bentham, 'Principles of Civil Code,' 159, 161, 162.

15. State the substance of the Statute *De Religiosis*, and the circumstances under which it was passed.

Ste. 456 *et seq.* Digby 152, 150-153. Stubbs' 'Charters' 447.

16. Can a valid conveyance be made of real property to charitable uses, and how?

Ste. 461-463. Williams 67-70.

17. Answer:—

(1) How does an escheat differ from a reversion?

(2) What is the effect of a tenant for years giving up possession to a third party, who claims against the landlord, with intent to assist such party in establishing his title?

(1) Williams 122. Ste. 435, 314. (2) Ste. 466. Doe *d.* Ellerbrook *v.* Flynn, 4 Tyrw. 619.

18. '*Quod nullius est, id ratione naturali occupanti conceditur.*' When is occupancy a valid title to land?

Ste. 448 *et seq.*

19. State and explain the feudal reasons for the old doctrine of *corruptio sanguinis*.

Ste. 442 *et seq.* Digby 344. 2 Bl. Com. 252-256.

20. The effect of—

(1) Grant to X. Y. of Whiteacre in fee, in trust to sell the same and pay over the proceeds to the Radcliff Infirmary.

(2) Bequest of 5,000*l.* to A, in trust to buy there-with a site for the erection of an infant school.

(3) Devise of Whiteacre to P, in trust to sell the same, and pay over the proceeds to the Scholars and Fellows of Hertford College.

Read *carefully* 9 Geo. II. c. 36. 34 Vict. c. 13, s. 7. Ste. 461-463. Williams 67, 73. Shelford's '*Mortmain*,' 247.

CHAPTER XI.

ALIENATION *INTER VIVOS*.

(Stephen's 'Commentaries,' 467-480, 7th ed.; 412-496, 6th ed.)

1. 'It is a mistake to suppose that by the feudal law the restrictions on alienation were designed for the advantage of the feudal superior only' (*John Austin*). Explain this.

Ste. 467, 468. Digby 74, 75.

2. Trace the development of the powers of voluntary alienation possessed by the tenant in fee, from the Conquest down to the present time.

Ste. 467-472. Digby 74-77, 97, 112-115, 154, 162-166. Williams 17, 18, 37, 38, 40, 41, 43, 59, 61.

3. Trace the effects of the Statute *Quia emptores* on the alienation of property.

Ste. 469, 470. Digby 164, 162, 163. Williams 61.

4. What has been at different periods the policy of the law with respect to the alienation of interests in land?

Vide q. 2.

5. What classes of persons are unable to alienate land, and for what reasons?

Ste. 472-480.

6. How far are corporations able to hold and dispose of realty?

Ste. 473, 474. Williams 75. Digby 150-152.

7. Explain *voidable conveyance, attorning, right of entry, common assurance, alien.*

Ste. 475, 468, 471, 480, 134.

CHAPTER XII.

DEEDS.

(Stephen's 'Commentaries,' 481-501, 7th ed. ; 497-518, 6th ed.)

1. Explain :—*A deed, estoppel by deed, indenture, deed poll, escrow, voluntary deed, covenants running with the land.*

Ste. 481, 482, 483, 495, 497, 491.

2. Define a deed. State in order the formal parts of an ordinary deed.

Ste. 481, 484-491. Williams 184-185.

3. State the nature and usual form of the following parts of a conveyance—covenants for title, parcels, recitals, reddendum, attestation.

Ste. 490. Williams 185. Ste. 486, 487, 495. Williams 184-185.

4. 'It was provided by 8 & 9 Vict. c. 106 that certain conveyances in that Act specified shall be void at law unless made by deed.' What were those conveyances?

Ste. 481 *note*. 8 and 9 Vict. c. 106, s. 3.

5. What are the essentials of a deed?

Ste. 483, 484, 491, 492, 494, 495. Aird 165.

6. With what object was a clause of warranty introduced into a deed of conveyance? How does it differ in effect from a covenant for title?

Ste. 488-491. Williams 427-430. Digby 154, 178, 182-184. Reeves i. 320.

7. Illustrate the nature of covenants running with the land.

Ste. 491, see note *r*. Spencer's Case, Smith L. C., vol. i. 45
5 Coke, 16. Broom's C.L. 281. *Stevens v. Copp*, L. R. 4 Exch.
20.

8. What conditions are required for the due execution of a deed ?

Ste. 492-495. Williams 145.

9. State the chief rules for the construction of a deed ?

Ste. 499-501. Broom, C.L. 512-514.

10. Illustrate the bearing of the following maxims on the law of conveyance by deed :—

(1) *Cujus est solum, ejus est usque ad cælum.*

(2) *Qui hæret in litera, hæret in cortice.*

(3) *Verba fortius accipiuntur contra proferentem.*

(4) *Res magis valeat quam pereat.*

Ste. 486, 499, 501, 500. Broom's 'Maxims' (349, 350), 611, 529, 570.

11. When is evidence admissible to explain an ambiguity in a deed ?

Ste. 499, 500. Broom's C.L., 496-498, 500.

12. How may a deed be avoided ?

Ste. 496-499. Broom's C.L., 286, 332, 294, 296, 289, 298, 364, 365.

13. What was the nature of the statutes of Elizabeth passed with respect to voluntary conveyances ?

Ste. 497. Leake 134. Williams 77.

14. What transactions affecting land must now be by deed ? State in each case by what statute this necessity has been created.

Notice 29 Car. II. c. 3, ss. 1, 2, 3, 4, 7, 8, 9. 8 and 9 Vict. c. 106, s. 3.

Ste. 507, 512, 515, 517, 523. Broom's 'Common Law,' 425, 426.

15. Give an outline of a modern purchase deed.

Williams 489, 184. Ste. 485-491.

16. Can a deed be altered after it has been executed by all or any of the parties, and if so to what extent ?

Williams 245. *Piggot's Case*, 11 Rep. 27a, and Smith's 'Leading Cases,' vol. i. 873 (Ed. of 1876).

17. 'Deeds are also in some cases avoided by objections relating to the *consideration* on which they are founded.' Explain carefully.

Ste. 497. Smith, 'Common Law,' 50. Anderson's 'Digest,' 10. Broom, C. L., 294.

CHAPTER XIII.

COMMON LAW CONVEYANCES.

(Stephen's 'Commentaries,' 502-528, 7th ed.; 519-545, 6th ed.)

1. Explain:—*Conveyance in pais, livery in law, demise, devise, a feoffment by wrong, interesse termini, privity of estate, defeasance.*

Ste. 503, 508, 509, 588, 510, 513, 519, 526.

2. Sketch the history of conveyance by feoffment.

Ste. 503-510. Digby 40, 165, 336. Williams 137-150. Leake 18, 46, 50, 51, 57.

3. Describe the purpose, and sketch the history of a common law deed of grant.

Ste. 510, 511. Digby 186, 128, 336. Leake 52, 53, 198, 51.

4. 'By 8 and 9 Vict. c. 106, s. 2, it is enacted that after the 1st October, 1845, all corporeal hereditaments shall, as regards the conveyance of the immediate freehold thereof, be deemed to lie in grant as well as in livery.' Explain this fully.

Ste. 511. Leake 51. Digby 335, 336. Williams 175.

5. What formalities have from time to time been necessary to create a valid estate for years?

Ste. 51-515. Digby 168, 169, 332.

6. What is the liability of the (1) lessee, (2) assignee, in respect of such covenants as run with the land ?

Ste. 514. Williams 382, 383.

7. Explain the nature of a conveyance by (1) exchange, (2) assignment.

Ste. 515, 524.

8. State the nature of a lease and release at common law.

Ste. 527. 2 Sand. Us. 70. Reeves, iii. 357.

9. 'The estates exchanged must be equal in quantity, not of *value*, but of interest.' Explain this.

Ste. 515.

10. 'Between a relessor and relessee must be privity of estate.' Why is this needful ?

Ste. 519. Gilbert's 'Tenures,' 70. Wharton 738.

11. Explain disseisin, surrender, confirmation.

Ste. 526, 522, 521.

12. In what ways have the Statute of Frauds and the Act for amending the law of real property affected common law conveyances ?

8 and 9 Vict. c. 106. Williams 542. Ste. 507, 511, 513, 515, 517, 523, 526.

13. State carefully the effect of :

(1) A feoffment (with livery of seisin) made by J. S. to X.

(2) In 1840 M is tenant for life of Blackacre. He conveys to N in fee by feoffment (with livery).

(3) Lease in writing to J. S. for 20 years.

(4) A parol lease to K for a twelvemonth.

(5) A parol agreement to let Whiteacre to P for a year from Lady Day next.

(6) A lease in writing of a right of way over Whiteacre, to commence 25th of March, 1660.

Ste. (1) 507, 508 (u), (2) 509, 510. Williams 142, 143, (3) 513. Leake 198 (b). *Parker v. Taswell*, 2 D. G. & J. 559. (4) 512, 283. (5) 513 (y), *Inman v. Stamp*, 1 Starkie, N. P. C. 12. (6) 512 *note* (s).

14. Summarise the effect of the Statute of Frauds on leasehold interests.

Ste. 512. Williams 377, 378.

15. Describe the conveyance by partition.

Ste. 516.

CHAPTER XIV.

CONVEYANCES UNDER THE STATUTE OF USES.

(Stephen's 'Commentaries,' 529-556, 7th ed.; 546-573, 6th Ed.)

1. State the usual methods employed before the statute for raising uses, and distinguish carefully the effect of 27 Hen. VIII. c. 10 on each.

Ste. 529-536. Leake 106-111. Digby 252-256, 276, *et seq.*

2. 'All that was ultimately effected by the Statute of Uses was to import into the rules of law some of the then existing doctrines of the Courts of Equity, and to add three words to every conveyance.' Explain this fully.

Ste. 370, 366-368, 364-365, 551. 2 Blackstone 336. Digby 290-295, 276 *et seq.* Williams 156 *et seq.* Ste. 551.

3. Describe the various advantages belonging to conveyances under the Statute of Uses over conveyances at common law.

Ste. 551 *et seq.*, 529 *et seq.* Digby 277 *et seq.*

4. Describe the nature of the conveyance known as lease and release under the Statute of Uses.

Ste. 537. Williams 175-180, 181.

5. Describe the nature and operation of a bargain and sale (1) before, (2) after 27 Hen. VIII. c. 10 and 27 Hen. VIII. c. 16.

Ste. 533-537. Williams 177-179.

6. 'But while a limitation by way of use is in general subject to common law principles, there are some important particulars in which it has always been allowed a greater latitude.' Explain this.

Ste. 542 *et seq.*

7. Explain exactly the modes in which a conveyance of lands could be effected :—

- (1) By bargain and sale.
- (2) By covenant to stand seised to uses.
- (3) By bargain and sale for years and release.
- (4) By execution of power of appointment.
- (5) By deed of grant.

To which of the above conveyances was a consideration necessary ?

Ste. 533, 532, 537, 547, 539.

8. How could the following objects be effected (if at all) by (1) common law, (2) by means of the Statute of Uses :—

(1) A and B are jointly seised of lands as trustees, and A dies, whereby the whole estate vests in B, and it is desired to appoint C a new trustee, and to vest the lands in B and C jointly.

(2) A person in contemplation of the marriage of his eldest son wishes to settle lands upon him and *upon the issue* of the marriage, but to take back an

estate in fee until the marriage, and in default of such marriage to remain as tenant in fee in possession.

(3) A wishes to give his son a vested estate in lands in possession, and yet reserve to himself the power of selling such lands wholly or in part.

(1) Ste. 542. (1) Sugden's 'Gilbert on Uses,' 150. Digby 279. (2) Ste. 545, 546. Digby 280. (3) Ste. 547. Williams 284.

9. For what period can land be settled so as to be inalienable by the donor?

Ste. 553, 554. Digby 285, 286. Williams 50, 51. Fearme, 'Contingent Remainders,' 430 *et seq.*

10. In what ways since the Statute of Uses has it been possible to separate the beneficial from the legal interest in land?

Ste. 369 *et seq.* Digby 290 *et seq.* Leake 125 *et seq.*

11. Explain the nature of powers of appointment. For what purposes are they commonly used?

Ste. 547. Digby 283. Wharton 70.

12. What were the usual methods by which hereditaments were most usually transferred in A.D. 1500, 1700, and 1850?

Ste. 682, 683, 502, 503, 537, 539 (feoffment—lease and release—deed of grant).

13. Enumerate the various modes by which at the present day an estate in fee simple can be passed from one person to another, and account historically for the introduction of these modes.

Ste., Chapters xvii. xviii., also Disposition by Will, Descent, Merger, Escheat, Forfeiture, Legal Process, Bankruptcy, etc.

14. Can any, and which, of the legal doctrines as to the effects of the Statute of Uses be traced to the influence of realistic philosophy?

Digby 267, 292.

15. Sketch the history of a modern conveyance.

Ste., chapter xviii. Wharton 262-264. Williams 174 *et seq.*

16. Summarise the effects of the Statute of Uses on the conveyancing of the time.

Digby 276 *et seq.* Wharton 924 *et seq.* Stephen, chapter xviii.

17. How far does our modern system of conveyancing owe its existence to judicial decisions on the Statute of Uses.

Ste. 369 *et seq.* Digby 291, 292 *et seq.* Wharton 924. Williams 156, 157 *et seq.* 174 *et seq.*

18. Describe the origin, nature, and component parts of the conveyance ordinarily used to effect a sale of lands before 1841; and state what changes in the mode of conveying lands were made by 4 and 5 Vict. c. 21 and 8 and 9 Vict., c. 106, s. 2.

Ste. 537, 538, 539. Wharton 518. Williams 174, 175, 181, 182.

19. 'Our whole system of unregistered conveyances is derived from an original fraudulent evasion of the law.' Explain historically.

Ste. 537, 538. Williams 179 *et seq.*

20. Give the effect of:—

(1) Bargain and sale to A.

(2) Grant of land to B in fee, with provision that when he attains 21 it shall thenceforth immediately go over to C.

(3) Grant of lands to A and his heirs, to such uses as B shall by deed or will appoint, and until and in default of such appointment in trust for the heirs of A.

Ste. 541, 546. Williams 284. Ste. 547.

CHAPTER XV.

CONVEYANCES BY TENANTS IN TAIL AND MARRIED WOMEN.

(Stephen's 'Commentaries,' 557-587, 7th ed.; 574-605, 6th Ed.)

1. An estate tail may be strictly confined to the male descendants of the first tenant for any number of generations.' Reconcile this with the rule as to perpetuities.

Ste. 557. Digby 181 *note*, 286. Ste. 552-555. Williams 50.

2. What was a fine? What were its different uses, and by what statutes were they defined or extended?

Ste. 559-568. Digby 77, 181, 218. Wharton 368.

3. How was a married woman able to convey lands in (1) 1830 and (2) 1840?

Ste. 557-559, 583-584.

4. Explain the nature of a common recovery. What were its uses, and how did it differ from a fine?

Ste. 568-573. Leake 38-39. Digby 180.

5. State accurately the nature of the legal fictions called fines and recoveries, the date at which they were introduced, and the sources from which they were borrowed.

Ste. 559-574. Digby 77, 151. Poste's Gaius 142. Maine's 'Ancient Law' 289. Ste. 575 *note*.

6. 'The fine or recovery itself, like a power once gained in mechanics, was applied to give efficacy to an infinite variety of movement in the vast and intricate machine of a voluminous family settlement.' Explain this.

Ste. 574. Wharton's Law Lexicon, 368, 778.

7. What were the inconveniences which led to the passing of the Fine and Recovery Act? Describe exactly the amount of relief given by that statute.

Ste. 575 *et seq.*, 585. Digby 181, 218, 78. Leake 39, 40. Williams 44-49, 223.

8. State fully the position and powers of the *protector of the settlement*.

Ste. 577-581. Williams 51, 52. Wharton 746.

9. 'If a tenant in tail convey an estate purporting to be a fee simple absolute without the consent of the protector, the alienee will only take a base fee.'

Ste. 579. Williams 52.

10. A person, previously to 1833, devised lands to A, B, and C, their heirs and assigns, in trust to C, for his life, with remainder to his children as tenants in common in tail, remainder over; remainder to A, B, and C as tenants in common. Who is *protector*?

A, B, and C, because they were the proper persons to create the tenant to the *præcipe*. Shelford 355. Ste. 580, 569.

CHAPTER XVI.

CONVEYANCE BY DEVISE.

(Stephen's 'Commentaries,' 588-614, 7th ed.; 606-633, 6th ed.)

1. Explain:—*A will ambulatory, codicil, publication, cross remainders by implication, executory devise.*

Ste. 588, 589, 599, 602, 612.

2. Give a sketch of the history of the *power of devising land in England*.

Ste. 591-595. Digby 298-312. Wilson 204. Williams 197 *et seq.*

3. What solemnities have from time to time been necessary to the execution of a valid will ?

Ste. 595-600. Digby 300. Williams 197-200.

4. Give the general rules for the construction of wills. Contrast them with the maxims observed in interpreting a deed.

Ste. 601 *et seq.* 499-501. Digby 304. Williams 206 *et seq.*

5. In what light has a will of lands been regarded at different periods in our legal history ?

Ste. 610-611. Digby 301-304.

6. What alterations in the law of devise were made by 7 Will. IV. and 1 Vict. c. 26 ?

Ste. 594, 598-601, 603-610, 612. Digby 300, 301, 305, 306. Williams 198-215.

7. The effect of the following before and after the New Will Act :—

(1) A devise of 'all my lands' to A. B.

(2) A devise of Whiteacre to C. D.

(3) A devise to E and the heirs of his body ; E dies in the lifetime of the testator.

(4) A devise to F, and on his dying without issue, to G and his heirs.

Ste. (1) 594, 595. Digby 306. Ste. 604. (2) Ste. 605. Digby 305.

(3) Ste. 606, 607. Digby 306. (4) Ste. 609. Williams 208.

8. What at different times have been the disqualifications attached to witnesses by common law, and to what extent have they been removed by statute ?

Witnesses to a Will. Ste. 596-600. Digby 300, 301. Williams 198, 200.

9. State the effect of marriage upon the will of a man before and since the Wills Act.

Ste. 600. Williams 202.

10. By what acts may a will be revoked ?

Ste. 600, 601.

11. Account for the differences in the operation of a will as a mode of acquisition in the case of real and personal property.

Ste. 610, vol. ii. 178. Williams 203. Digby 301. Maine's 'Ancient Law' 173.

12. A wishes to leave 1,000*l.*, to be invested in land, to the National Hospital. How far will the law allow him to carry out his intentions ?

Ste. 595, 463. Williams 67.

13. If Blackacre were wished to be devised to X in trust for two infant children in moieties, but so that in case of the decease of one before the testator, the surviving child is to take the entirety, how is it to be accomplished ?

By cross-remainder. Ste. 354.

14. What is the effect of :—

(1) Attestation of A's will by his wife.

(2) A devise of realty executed by A. at the age of 20.

(3) A devise of lands by a married woman.

(4) Devise by A to his heir-at-law.

(5) Devise to B of Blackacre in trust for C.

(1) Ste. 600, (2) 595, (3) 595, (4) 400, (5) 605.

15. What is now necessary to the due attestation of a will ?

Ste. 598–601. Williams 198–200.

16. When is a will revoked by a codicil ?

Ste. 601. Williams 203.

17. How was the law of devise of lands affected by the Statute of Uses, the Bill to explain wills, the Statute of Frauds, and 14 and 15 Vict. c. 99?

Ste. 592, 593, 596, 600. Digby 299, 310.

18. The requisites for establishing the validity of a will before and after the Wills Act, 7 Will. IV. and 1 Vict. c. 26?

Ste. 598-601. Williams 198, 200 *et seq.*

19. What is the effect of a devise to trustees without words of inheritance.

Ste. 605, 606.

20. Compare the steps by which land has become alienable *inter vivos* with those by which it has become alienable by testament.

Ste. 591-595, 467-471. Digby 298-308, 74-77, 97, 112-115, 154, 162-166.

CHAPTER XVII.

COPYHOLDS.

(Stephen's 'Commentaries,' 624-646, 7th ed.; 643-665, 6th ed.)

1. Explain:—*Tenant at will according to the custom, free bench, heriot-service, enfranchisement, admittance, tenant right.*

Ste. 625, 627, 629, 632, 633, 635. Leake 77.

2. Trace the steps by which copyhold tenure has been assimilated to freehold.

Ste. 214 *et seq.* Digby 109-110, 213-220. Williams 336-339.

3. 'In strict legal intendment a copyholder can have but one estate; and that is an estate at will.'

'A copyholder has accordingly in some respects a better title than a freeholder.'

Explain these statements.

Williams 340, 341. Ste. 625.

4. What are the usual incidents of a copyhold estate ?

Ste. 627-632.

5. The methods of transferring copyhold hereditaments *inter vivos* and *ex testamento* ?

Ste. 632 *et seq.* 639. Leake 72, 80, 84. Williams 415, 338, 361-363, 364.

6. In what respects do the rules for construing limitations of copyhold estates differ from those applied to freehold interests ?

Leake 80 *et seq.* Ste. 626. Williams 346.

7. What objections may be made to the system of copyhold tenure ?

Ste. 642. Report of Real Property Commissioners (9 George IV.).

8. 'The lord is actually seised of all the copyhold lands of the manor.' What is the practical effect of this doctrine ?

Ste. 628. Williams 340 *et seq.*

9. (1) A devisee of copyhold estate dies without having been admitted. Will a devise by him operate to pass it, and under what authority ?

(2) A surrenders his estate and dies before the surrenderee is admitted. Who takes until the admittance ?

(3) The lord refuses to admit a surrenderee. What remedy, and in what courts, has he against the lord ?

(1) Ste. 640. Williams 364. But see 7 William IV. and 1 Vict. c.

26, s. 3. (2) Ste. 637. (3) Ste. 635.

10. 'So that, in process of time, copyhold tenure must disappear from our present modes of holding land.' Explain this historically.

Ste. 645. Williams 356-358.

11. Trace and account for the gradual conversion of strictly servile occupation into certain and heritable tenure.

Ste. 214 *et seq.* Williams R. P. 336-339. Digby 41 *et seq.*, 109, 213-222.

CHAPTER XVIII.

INCORPOREAL HEREDITAMENTS.

(Stephen's 'Commentaries,' 647-693, 7th ed.; 666-712, 6th ed.)

1. Distinguish carefully between a corporeal and incorporeal hereditament, and comment on the principle adopted as the basis of division.

Ste. 647. Austin 372, 708. Williams 10. Digby 229.

2. 'In the transfer of incorporeal property, when alone and self-existent, formerly lay the distinction between it and corporeal property.' Explain this.

Williams 11, 231. Ste. 511. Digby 128, 331 (7), 328 (4).

3. Define an easement, and distinguish easements from profits. Is a right to draw off water from a well *in alieno solo* a profit or an easement?

Ste. 648. *Race v. Ward*, 4 Ell. and Bl. 702. Goddard on 'Easements' 1, 2. Digby 127.

4. Sketch the history, and give an outline of the leading principles, of the law relating to rights of common.

Digby 134-137. Ste. 649-657. Lord Hatherley in *Warrick v. Queen's College*, L. R. 6 Chan. App. 720. Maine's 'Village Communities' 85 *et seq.* Elton's 'Law of Commons' ch. i.

5. Explain :—*Advowson, corody, common appurtenant, common in gross, common of shack, approvement of waste.*

Ste. 649, and Wharton 649, 651. Austin 852. Ste. 652. Digby 137, 139, 135-137, 144. Ste. 354, 355.

6. In what ways may a person acquire a private right of way over another person's close? Account of the origin of each of these modes of acquisition.

Ste. 658. Digby 128-130. Goddard 179-182.

7. A is owner of lands on both sides of a river, both in its navigable part, where the tide flows, and higher up where it is not navigable. He desires to establish—

(1) An exclusive right to fish in the navigable part,

(2) The same right in the unnavigable part, and

(3) A right to prevent proprietors in the upper waters (above his lands) from drawing off water so as to injure its flow to his mill.

What title must he prove in each case?

Ste. 659-660, 691, 453, 670-671. Goddard on 'Easements' 40. *Embrey v. Owen*, 6 Excheq. 369.

8. X, twenty years ago, built a house overlooking his neighbour's land, to which he has had uninterrupted access of light as of right during the whole period. What right to light had he

(1) When the house was completed?

(2) When it had existed for twenty years?

Ste. 660, 661, 692. Smith's 'Common Law,' 161.

9. Define and explain the nature of a franchise.

Ste. 661-672.

10. Define a rent. What species of rents exist at common law.

Ste. 672. Digby 37, 166.

11. How does a custom differ from a prescription ? Give instances of rights referable to each of these sources, and what are the essential conditions of legal validity in each case.

Ste. 684, 683, 57-61, 685-689 (See also 2 and 3 Will. IV. c. 71), 689. Digby 129.

12. 'Long enjoyment of a right was not considered in English law as itself a positive mode of acquisition.' Explain, and contrast with Roman law.

Digby 128, 129. Ste. 688 (7). Austin 509, 510.

13. What changes were made in the law of Prescription by 2 & 3 Will. IV. c. 71 ?

Ste. 689-692.

14. 'Incorporeal hereditaments are capable of being extinguished by *release*, *unity of seisin*, *misuser*, and some few by *abandonment*.' Comment on this.

Ste. 692-693.

15. Explain :—*Free warren, rent seck, rents lying in render, rents of assize, rent service, prescribing in a QUE estate, annuity, legal memory.*

Ste. 670, 675, 672, 676, 673, 687, 675, 685.

16. In what way is the law of window-lights affected by 2 & 3 Will. IV. c. 71 ?

Ste. 692. Goddard 98. *Tapling v. Jones*, 11 H. L. C. 290.

17. What is the effect of :—

(1) Grant of a personal annuity to a man and the heirs of his body ?

(2) Reservation of a rent in the grant of a right of common ?

(3) A person owning lands on the banks of a stream, with regard to the flow of the water ?

(4) A person opening a window, with regard to the access of light?

(1) Ste. 675, 299. (2) Ste. 673, (3) 659, (4) 661.

18. Give some account of prescription as existing at common law, mentioning the chief rules to be observed in reference to this title.

Ste. 685 *et seq.*

19. What rights (if any) are acquired in the following cases :—

(1) Enjoyment for eighty years of a right of pasture on the lord's waste, in virtue of a local custom, by the inhabitants of the parish of Dale?

(2) Enjoyment for twenty years of a right to divert water from a stream to supply a mill?

(3) Enjoyment of a franchise from time immemorial?

(1) Ste. 688 (7). *Warrick v. Queen's College*, L. R. 6 Chan. App. 724. Digby 129. (2) 660, 691. Goddard 160. (3) 662.

20. What are the general characteristics of rights *alieno solo*? Contrast them with rights of property or dominion.

Digby 127. Austin 830-844.

CHAPTER XIX.

CONVEYANCE BY RECORD AND REGISTRATION.

(Stephen's 'Commentaries,' 615-623, 694-702, 7th ed.; 634-642, 713-721, 6th ed.)

1. For what purposes are Private Acts of Parliament usually resorted to?

Ste. 615-617.

2. Explain :—*Letters patent, close rolls, Scire facias, private statute.*

Ste. 619, 619, 622, 618.

3. Contrast the rules observed in construing a grant of the crown with those used in interpreting a deed of a subject.

Ste. 620-622.

4. What restriction on the alienation of royal domains exists by statute ?

Ste. 622.

5. What facilities have the counties of Yorkshire and Middlesex for ensuring publicity in the transfer of land ?

Leake 504. Ste. 697. Williams 188.

6. Summarise the effect of the registration clauses of the Land Transfer Act, 1875.

38 and 39 Vict. c. 87. And see a very good summary of this Act in 'The Statute Law of 1875.'

GENERAL QUESTIONS ON REAL PROPERTY.

A.

1. Discuss Blackstone's theory as to the origin of property.

Ste. 151 *et seq.* Maine's 'Ancient Law' 251. Bentham, 'Principles of Civil Code,' 113.

2. Define the several kinds of property according to English law, and state the distinction in transferring each.

Ste. 167. Compare Ste. vol. II. iii.-v. with Ste. vol. I. xxiv-xxv. Ste. 281.

3. Explain historically the nature of the division of the subjects of property into realty and personalty.

Williams 1-12. Ste. vol. II. 2 *et seq.*

4. Is the distinction made in England between the realty and personalty consistent or necessary?

Digby 226. Austin 59, 1011. Maine's 'Ancient Law' 273-284. Williams 1-12.

5. What is the distinction between real and personal property, and to whom do they respectively devolve on the death of an intestate owner?

Ste. 167. Williams 1-12. Williams P. P. 7. Ste. 281.

6. What are the modes of acquiring lands in England?

Digby, chap. x. Ste. xxiv-xxv. Leake, xiii.

7. When is realty considered personalty, and *e converso*?

Williams P. P. 300. Haynes 'Equity' 384.

8. If land be conveyed, do the buildings thereon, and mines thereunder, pass?

Ste. 169. Williams 14. Broom's 'Legal Maxims' 349.

9. In whom is the ownership of the seashore below high-water mark vested, as a general rule, and what exceptions may there be to such rule?

Ste. 452, 116. *Rex v. Lord Yarborough*, 3 B. and C. 9.

10. Explain the terms, *lands*, *tenements*, *hereditaments*.

Ste. 169. Williams R. P. 13, 14. Wharton, *sub voce*.

11. To what extent is our law of real property indebted to Anglo-Saxon custom?

Digby 1-22. Stubbs, 'Con. Hist.,' vol. i. 74 *et seq.*, 187 *et seq.*

12. The effect of the Norman Conquest on English land law?

Ste. 181. Digby 22 *et seq.* Stubbs, vol. i. 257 *et seq.*

13. 'The land law of England is more closely allied to the land law of the Middle Ages than that of any Continental country.' Explain this statement.

Maine, 'Ancient Law,' 226.

B.

1. What hold has a creditor over his debtor's lands—

(1) In the debtor's lifetime?

(2) After his death?

Ste. 309-312, 434. Williams 81-87, 80-81.

2. State and illustrate the rule in *Shelley's case*.

Digby 195. Williams 245-252. Ste. 334. Leake 342.

3. The origin and nature of a manor ; what conditions must be fulfilled in order that any custom of a manor may be recognised by the law ?

Digby 34, 147, 213 *et seq.* Leake 19-22, 73-76. Ste. 214, 220, 57.

4. Compare, with regard to simplicity, the title to real and personal estate.

Williams R. P. 444.

5. Explain the effect of :—

(1) Lease made by bargain and sale.

(2) A, a lessee for ten years, assigns his term to X for nine years.

(3) A gives by will 'all my lands' to B, and dies possessed of freehold, leasehold, and copyhold estates.

(4) Grant of lands to the Radcliffe Infirmary by deed executed six months before death of grantor.

(1) Williams R. P. 381. (2) Ste. 525 (p). (3) Ste. 608. (4) Ste. 462.

6. Lands were given to J. S. for life, remainder, after his decease, to John his son, and Emmeline the wife of John the son, and the heirs of their bodies ; and in default of such issue to the right heirs of John the father. J. S. died first, then John the son, and Emmeline entered into possession. On their death, without issue, R, another son of J. S., enters ; is he in by purchase or descent ? Give reasons for your answer.

Provost of Beverley's case, Year Book 40 Ed. III. 9. Ste. 334. Williams 250.

7. Sketch the history of the liability of the heir for his ancestor's debts.

Williams 78-81. Ste. 432-434.

8. At what periods of English history have the most important changes in the law of real property been introduced, and what, speaking generally, have been the motives for such changes?

Ste. 181-182, 184. Ed. I. 234, 310, 457. Hen. VIII. 366, 392, 249. Car II. 204, 507. Will. IV. (law of inheritance, prescription, dower, abolition of fines, copyholds, statute of wills.) Victoria. 8 and 9 Vict. c. 106. 15 and 16 Vict. c. 24. 15 and 16 Vict. c. 51, etc. etc. Read the chapter on the Progress of the Laws of England, in vol. iv. of Stephen.

9. Explain the terms, *hereditament*, *fee*, *devise*, *homage*, *estovers*, *attornment*, *estoppel*, *customary freehold*, *merger*.

Ste. 170, 232, 588, 177, 256, 468, 482, 223 and 225, 317.

10. 'None shall claim as heir who is not of the blood of the purchaser.' Explain the causes which gave rise to, and the effect of, this maxim.

Ste. 393-399. Digby 340 *note*. Williams 103.

11. Give the dates and main provisions of:—

- (1) De religiosis.
- (2) De mercatoribus.
- (3) Statute of Enrolments.
- (4) Inheritance Act.

Ste. 456, 309, 535, 391.

C.

1. Sketch the history of the rights of a creditor over his debtor's lands.

1st, *inter vivos* (1) by legal process, Digby 207; (2) by mortgage, Digby 209. Also 326, 330. 2nd, *post mortem*, Ste. 432. Also Ste. 309, 310, 304.

2. Explain:—*Hotchpot*, *residuary devise*, *recognizance*

in the nature of statute staple, scintilla juris, trinoda necessitas, valuable consideration.

Ste. 348. Williams 204. Ste. 310 (368 n, Leake 116, Williams 283).
Ste. 227, 497.

3. 'If a personal annuity be granted at this day to a man and the heirs of his body, as this is no tenement within the Statute of Westminster the second, it remains, as at common law, a fee simple on condition.' Explain this.

Ste. 299.

4. The dates and chief provisions of:—*De donis, Quia emptores, De mercatoribus, Statute of Uses and Wills, Act for the Abolition of the Courts of Wards and Liveries, Real Property Amendment Act.*

Ste. 242, 234, 309, 366, 204, 317, and Williams 175. See also 8 and 9
Vict. c. 106.

5. State fully the effect of the Statute of Frauds on dealings with land, indicating how far its effect has been modified by later legislation.

Williams 148–149, 163, 181, 236, 377, 378, 236, 388, 163, 198, 18.
Ste. 432, 507, 512, 515, 517, 523. See the Act itself, 29 Car. II.
c. 3.

6. Suppose a gift of lands to A and the heirs of his body. What was his estate, and what his power of alienation over it, before the Statute de Donis?

Ste. 240. Williams 36.

7. Explain the operation of the Statute of Uses, as to the estates of feoffee to uses and *cestui que use* in the following instances:—

(1) Feoffment to A and his heirs to the use of B and his heirs.

(2) Bargain and sale for valuable consideration to A for a year.

(3) Feoffment to A and his heirs to the use of B and his heirs to the use of C and his heirs.

(4) Feoffment to A and his heirs to the use of B for life.

Ste. (1) 367, (2) 367, (3) 370, (4) 367 and 368.

8. 'It is important carefully to distinguish leases *in futuro* from agreements to let.' Why so?

Ste. 513. Leake 198. Williams 378.

9. Summarise the legislation of Edward I. with regard to the law of real property.

Digby 146-164. 4 Ed. I., stat. 1. Ste. 456, 242. Statute of West. II. 13 Ed. I. c. 46. Ste. 234.

10. What was the mischief that gave rise to the Statute of Merton? What are its provisions?

Digby 98, 140. Ste. 654.

D.

1. What are the common law rights of the husband, during coverture, in the lands of his wife? How were these rights altered by 33 & 34 Vict. c. 93?

Williams 216-218. Haynes 219.

2. Explain the nature and objects of the doctrine of 'separate use.'

Williams 92, 216. Digby 295. Haynes 219-233.

3. Give a full and accurate account of the nature and incidents of *tenure in ancient demesne*. By what modern Act is it affected?

Wharton 58. Elton's 'Copyholds,' 7, 8, 115, 147, 156. Ste. 223. Williams 128. 3 and 4 Will. IV. c. 74, ss. 4, 5, 6. Digby 41 *note*, 111 *note*.

4. Three hundred years ago the ancestor of the present owner of lands entailed his estate. The entail has never been barred, and the estate has ever since devolved from father to son.

(1) Is the present owner *in* by purchase or descent?

(2) Reconcile the protracted and subsisting possession under the entail with the rule against perpetuities.

(3) How can the present owner bar the entail?

(1) Ste. 334-337. Williams 246-252. (2) Ste. 552-555. Williams 49. (3) Ste. 250, 575.

5. 'So that, till within the last few years, a landowner might incur as many debts as he pleased, and yet leave behind him an unencumbered estate in fee simple, unless his creditors had taken proceedings in his lifetime, or he had entered into any bond or specialty binding his heirs.' Explain this, and state accurately the nature and extent of the remedy which is now given to a creditor against his deceased debtor's land.

Williams 80. Ste. 433, 434.

6. A mortgage is made to secure 1,000*l.*, with interest at 5 per cent., with provision that in default of payment within thirty days the rate shall be 6 per cent. Is the provision valid? If not, how can the intention of the parties be effected?

Williams 418.

7. What powers of leasing has a tenant for life under a settlement?

Ste. 257, 252, 253. Williams 25-27.

8. A being owner in his own right of a term of years in land, the immediate reversion in fee descends on him *as heir at law*; B being owner of another term of years,

as executor of X, a similar descent takes place. What is the effect, in each case, on the term of years?

Williams 399. Ste. 317.

9. Explain the maxim, 'Equity follows the law.'

Digby 251. Ste. 378. Williams 160. Haynes 25.

E.

1. Explain the nature and effect of the equitable doctrine of election.

Haynes 318. Smith's 'Equity' 363. Wharton 318.

2. '*Qui prior est in tempore potior est in jure*.' Apply this maxim to the law of mortgage.

Broom's 'Maxims' 264 (2nd Ed.). Williams 423.

3. What were the principal changes effected in the law of real property by 8 & 9 Vict. c. 106?

Williams 181, 241, 273, 175, 143, 236, 148, 269, 224, 270. Ste. 317, 334, 475, 481, 513, 516, 523, 524.

4. State fully the rights and liabilities of a tenant from year to year. In what ways may this tenancy arise?

Ste. 291-293. Williams 376. Leake 200.

5. Explain :—*Lease for years by estoppel, specialty debt, discontinuance of an estate tail, tenants by entireties, cy près doctrine.*

Williams 381. Ste. 432, 243 note, 342. Williams 267.

6. What is the effect of—

(1) Grant of lands to A and the heirs male of his body begotten, and in default of such issue to the heirs female of his body begotten.

(2) An assignment in writing of a term of 200 years to A to the use of B.

(1) Williams 251. (2) Ste. 526.

7. What peculiarities attending the power of devise can be explained historically by the circumstances under which that power was first given?

Ste. 592-594. Digby 301-304.

8. Explain the nature, purpose, and effect of the following limitations :-

(1) Limitation to trustees to preserve contingent remainders.

(2) Conveyance to uses to bar dower.

(3) Assignment of satisfied terms to attend the inheritance.

(1) Ste. 332. (2) Williams 227. (3) Ste. 380. Digby (1) 194, (2) 284. For conveyance to uses to bar dower (*stricto sensu*) see Wharton.

9. What was in early times the precise position of the tenant for years? Mention some of the consequences which have resulted from the relation of such a tenant to his lord.

Ste. 280-284, 285-287. Williams 8-10. Digby 123-125, 168-175, 342.

10. The motive and effect of 26 Henry VIII. c. 13?

Ste. 249. Hallam, 'Const. Hist.' 24.

11. Sketch the origin, and describe the uses, of executory interests.

Williams 279 *et seq.* Ste. 612, 545 *et seq.* Digby 236, 302, 303, 236, 255, 256, 281, 282.

F.

1. Sketch the history of feudalism.

Digby 22 *et seq.* Maine's 'Ancient Law' 364. Papers of the Juridical Society, vol. ii. 406 *et seq.* Palgrave's 'Commonwealth,' i. 495, and ii. 204. Stubbs, 'Const. Hist.,' i. 249.

2. To what extent did feudal tenures exist in England before the Conquest?

Hallam, 'Mid. Ages,' ii. 293. Stubbs, 'Charters,' 13. Stubbs, 'Const. Hist.' 187. Smith's 'Institutions,' 7, 3. Digby 14-22.

3. A, B, and C are joint tenants of Blackacre, tenants in common of Whiteacre, tenants in coparcenary of the Hall Close. B dies, leaving A and C living. Who, on B's death, will become entitled to his interest in the estates respectively, and in what proportions? If A had devised his interest, would it have made any difference?

Ste. 342, 345 (c), 347, 351, 352.

4. What is the difference between the liability of the lessee and the lessee's assignee in regard to breaches of covenant in a lease?

Spencer's case, 1 Sm. L. C. 43. Ste. 525. Williams 382.

5. What were the rules of prescription at common law?

Ste. 685. Digby 129, 131, 132.

6. Give a concise history of estates tail.

Ste. 241 *et seq.* Papers of the Juridical Society, vol. i. 47 *et seq.* Digby 153-160, 176-184.

7. 'In families where estates are kept up from one generation to another, settlements are made every few years for this purpose.' Explain this fully.

Williams 49. Ste. 333. Digby 181 *note*.

8. Give an outline of the effect of Chancery jurisdiction on dealings with land in the thirteenth and fourteenth centuries.

Digby 244 *et seq.*, 290 *et seq.* Ste. 361. Haynes, Lects. i. ii.

9. 'One of the most remarkable incidents of a contingent remainder was its liability to destruction by the sudden determination of the particular estate on which it depended.' Explain this statement, and **state** the law on the subject at the present day.

Williams 270-273. Ste. 330-334.

10. 'Tenancy in common may be created by destruction of an estate in joint-tenancy, or by special limitation in a deed.' Give examples.

Ste. 352.

11. A brief history of the law of mortgage.

Williams 406 *et seq.* Digby 209 *et seq.*, 330. Ste. 304.

G.

1. Define dower at common law ; and show how the rights of the widow have been modified by later legislation.

Ste. 266 *et seq.* Digby 94.

2. A is tenant in tail of certain lands ; he wishes to settle them as strictly as possible on his eldest son and his descendants, but to reserve to himself possession for life, with power to sell the whole or part. How must he proceed ?

Williams 284. Leake 374 *et seq.* Ste. 547.

3. 'When the reversion expectant on a lease shall be surrendered or merge, the estate which shall, for the time being, confer as against the tenant under the same lease, the next vested right to the lands, shall . . . be deemed the reversion expectant on the lease.' What was the need of this enactment?

Ste. 523-524. Williams 240-241.

4. How is copyhold property conveyed? Is there any difference in the form of assurance to a purchaser or mortgagee?

Ste. 634, 637, 638.

5. What interest in a wife's real property does a husband acquire on his marriage, irrespective of settlements?

Williams 216. Smith, C. L. 136. Ste. 557, 558.

6. What is the extreme period within which a person can bring an action to recover land or rent?

3 and 4 Will. IV. c. 27, s. 17. Williams 435, 437. See also 37 and 38 Vict. c. 57.

7. What are the ordinary modes of titles by which real estate is acquired?

Descent—Purchase. The latter is subdivided into :—1. Escheat, 2. Occupancy, 3. Prescription, 4. Forfeiture, 5. Alienation. Digby 350.

8. How does an assignment differ from a lease?

Ste. 525.

9. What are the several species of conveyances at common law?

Ste. 503 *et seq.*

10. Is want of consideration, as a general rule, fatal to the validity of a deed?

Ste. 498. Williams 145. Broom, C. L. 295.

H.

1. What formalities, if any, are needed, and why needed, in the case of—

- (1) A bargain and sale in fee?
- (2) A lease for a year?
- (3) A disentailing deed?
- (4) An agreement for the sale of a freehold?

Ste. 535, 512, 576. See 29 Car. II. c. 3, s. 4, and 8 and 9 Vict. c. 106, s. 3. Williams 163.

2. If lands be limited to a person *in esse*, with remainder after his decease to his unborn children, and afterwards to the children of such unborn children, how far is such limitation good?

Ste. 553-554. Williams 265.

3. What was the intention and effect of the Statute of Fraudulent Devises?

Ste. 433.

4. What has been the course of modern legislation with regard to the liability of heirs for the simple contract debts of their ancestors?

Ste. 432-434. Williams 80-81.

5. State the usual heads of a marriage settlement of real estate.

Williams 49. Prideaux's 'Precedents' 16 *et seq.* Wharton 865.

6. Explain how the conveyance by lease and release obviated the necessity of livery of seisin, or of giving *corporal* possession of the land conveyed.

Ste. 537. Williams 180. Fearn, by Butler, 416.

7. Who may make, and who are disabled from making, a will?

Ste. 594, 595. Williams 61, 65, 66, 198 *et seq.*

8. What deeds relating to lands must be enrolled, when, and where?

Ste. 250, 462, 535. Wharton 325.

9. What were the objections to an exchange at common law as a mode of conveyance?

Ste. 515, 516. Watkins' 'Conv.' 329.

10. Can a right of way be conveyed, and in what manner?

Ste. 683 *et seq.* Digby 328. Goddard 179 *et seq.*

11. The chief provisions of the Wills Amendment Act, 1852?

Williams 199. 15 and 16 Vict. c. 24.

12. 'Primogeniture, as it obtains among the landed gentry of England, is a *custom* only, and not a *right*.' Explain this.

Williams 50. 2. Adam Smith's 'Wealth of Nations,' 181, M'Culloch's Edition.

13. A conveyance is made to B and his heirs to the use of A and his heirs until the marriage of P with Q, and afterwards to the use of P and his heirs. Point out where the seisin resides at every time during the continuation of the limitation.

Williams 283. Leake 116. Ste. 368 *note*. Digby 292 *note*.

14. If lands be limited to A for life, with remainder to B for life, with remainder to the right heirs of the body of A, with remainder to the right heirs of B, what estates do A and B take?

Ste. 334. Williams 248, 249.

15. 'The right of testamentary alienation of lands is a matter depending on Act of Parliament.' Prove this.

Williams 197 *et seq.* Digby 298 *et seq.* Ste. 591 *et seq.*

PART II.—PERSONALTY.

CHAPTER I.

PERSONAL PROPERTY IN GENERAL.

(Stephen's 'Commentaries,' vol. ii. 2-15, 7th Ed.; 2-15, 6th Ed.)

1. What topics are generally discussed under 'Personal Property'?

Ste. 2-15. Ste. iii.-vi. Williams P.P. 1-8. Wharton 697. Nasmith 329.

2. Enumerate the modes in which rights to personal property may be acquired.

16. Wharton 397. Bla. 'Com.' vol. ii. 400. Nasmith 54.

3 Define 'things personal.' By what more general name are they known?

Ste. 2, 3. Williams P. P. 4, 1. Co. Litt. 118 b.

4. How does personal property differ from realty?

Williams P. P. 7-8, 33. Ste. vol. i. 167, 281. Papers of Juridical Society, iii. 539. 2. Bla. 'Com.' 16, 384.

5. Explain :—*Chattel real, chose in action, goods and chattels, animals feræ naturæ, equitable chose in action, patent right.*

Ste. vol. i. 281, vol. ii. 2, 9. Williams P. P. 6. Ste. 9.

6. Sketch the general history of personal property.

Williams P. P. 1 *et seq.* Nasmith 561. Ste. 2 *et seq.*

7. Is the division of subjects of property in English law into realty and personalty necessary or consistent?

Austin, vol. i. 59, 60. Maine, 'An. Law,' 283. Williams P. P. 1-8.

8. In what ways may a person acquire a permanent property in animals *feræ naturæ*?

Ste. 5-9.

9. Mention any subjects of personal property which have no physical existence.

Ste. 9, 11.

10. 'Choses in action had not in early times the ordinary incident of property, namely, the capability of being transferred.' Show how this rule was gradually modified.

Williams P. P. 4-6. Ste. 11-12, 45-50. Notice 36 and 37 Vict. c. 66, s. 25, subs. (6).

11. In what respects is the method of possessing personal property analogous to the tenure of land?

Ste. 12-15. Williams P. P. 270. Papers of Juridical Society, 534.

12. What property has A in the following cases?

(1) A swarm of bees alights upon his tree.

(2) He is entrusted with his master's plate to keep for several years.

(3) He picks up a jewel in the streets.

(4) His goods are distrained for rent.

(5) Hawks build in his trees and have young.

Ste. 5 (*note*), 11, 10, 11, 8.

13. Has the doctrine of perpetuity any, and what application to personal estate?

Ste. 13, vol. i. 552. Williams P. P. 281. Gilb. 'Uses,' by Sugd. 260 *note*.

14. What is the effect of:—

(1) A gift of a chattel personal by deed to A and the heirs of his body?

(2) The gift of goods to B and C to hold as joint-tenants.

(1) Ste. 12. Williams P. P. 278. (2) 14.

15. 'Property in things personal in possession is *absolute or qualified*.' Illustrate this.

Ste. 10, 11.

16. Can property in personal chattels be given so as to vest in possession at a future time?

Ste. 12, 13.

17. By what channels has the Roman civil law influenced the law of personality?

Will. P. P. 1, 335, 367. Ste. 210, 211. Reeves i. lxxviii, *note*, lxxxix *et seq.*

18. Compare, as regards simplicity, the title to real and the title to personal estate.

Ste. 4, 16. Williams P.P. 428, 429. Papers of Juridical Society, vol. iii. part 14.

19. What is the effect of:—

(1) Gift of 100*l.* to A and B by will, equally to be divided between them.

(2) C and D, partners, have a joint legal interest in a debt; C dies.

Ste. 14, 15.

20. 'It is visibly the law of personality which threatens to absorb and annihilate the law of realty.' Explain this statement.

Maine, 'An. Law,' 273, 272 *et seq.* Papers of the Juridical Society, vol. iii. 539. Nasmith 561.

CHAPTER II.

TITLE BY OCCUPANCY AND TITLE BY INVENTION.

(Stephen's 'Commentaries,' 26-43, 7th ed.; 16-43, 6th ed.)

1. When may goods and chattels be acquired by occupancy?

Ste. 17, 18, 19, 22, 23, 24.

2. Give an outline of the chief acts restricting the right to kill game.

Ste. 19-21. Wilson 21, 82, 83, 187, 241.

3. Is there any property in game :—

(1) When alive?

(2) When killed?

In default of any agreement in the lease, whether is the landlord or the tenant entitled to shoot and possess himself of the game on the land?

(1) Wilson 187. Ste. 19, 21. (2) Wilson 241. 1 and 2 Will. IV. c. 32. Ste. 21. Williams P. P. 30, 21.

4. Goods belonging to a Scotch merchant were captured in the *Edinburgh Castle*, which vessel was recaptured 24 hours after by H. M.'s brig-of-war *Thetis*; what rights has the original owner in the goods?

Ste. 18. Twiss 344. Wheaton 372.

5. Explain :—*Accession, game, confusion of goods, property in game, ratione soli.*

Ste. 22, 21, 24, 20 and 22.

6. What are my rights in the following circumstances?

(1) A starts a hare in B's grounds, pursues it into and kills it in my meadow.

(2) C flushes a pheasant on his own land, fires at and wounds it after it has flown over the boundary into my land.

(3) '*Si equam meam equus tuus prægnantem fecerit.*'

(1) Williams P. P. 21 (b). (2) *Kenyon v. Hart*, 34 L. J. Q. B. 153, 87. (3) Ste. 23.

7. Contrast the English law with regard to the confusion of goods with the Roman law on the subject, and state what principles should govern such cases.

Ste. 23, 24. Justin. 'Inst.' ii. 25, 26, 27, 28. Bentham, 'Principles of Civil Code,' 162, 163.

8. Give some examples of incorporeal personal chattels.

Ste. 25, 34. Williams P. P. 207.

9. Examine the nature and extent of a 'patent right.'

Ste. 25 *et seq.* Williams P. P. 245 *et seq.*

10. How may a person having an adverse interest, oppose the grant of a patent?

Ste. 29.

11. What letters-patent are excepted from the statute of monopolies?

Ste. 25-27. Williams P. P. 245, 246.

12. Sketch shortly the method of taking out a patent.

Ste. 28-30. Williams P. P. 250 *et seq.*

13. What different modes of redress has an inventor if his patent-right has been infringed?

Ste. 32, 33. Addison's 'Torts,' 1024, 49.

14. How is a patent-right assignable?

Ste. 31. Williams P. P. 259.

15. Explain :—*Disclaimer, licence to use, petition for prolongation, 'true and first inventor,' provisional specification.*

Ste. 34, 31, 32, 27, 28.

16. Define copyright. Does copyright exist at common law ?

Ste. 34, 35. *Donaldson v. Becket*, 4 Burr. 2408. *Jeffreys v. Boosey*, 4 H. L. C. 815. Copinger 16, 17. *Reade v. Conquest*, 30 L.J.C.P. 213. Williams P. P. 256.

17. Sketch the history of the law of copyright.

Ste. 34-38. Williams 256-265. Copinger 1.

18. By what statute is copyright at the present day chiefly regulated ? How long do an author's rights in his work continue ?

Ste. 36, 37, 39. Williams P. P. 256 *et seq.*

19. What other productions of this kind besides literary works are protected by law ?

Williams P. P. 261-263. Ste. 41 *et seq.*

20. What property has A in the following cases ?

(1) In a lecture delivered by him in the University of Oxford.

(2) In the copyright of a book which has not been registered.

(3) In a photograph published and registered by him.

Ste. 40 *note*, 38, 41.

21. What pleas are open to the defendant in an action for infringement of patent rights ?

Addison's 'Torts,' 51. Williams P. P. 246, 247, 249, 251, 254.

22. What statutory regulations exist on the subject of international copyright ?

Ste. 41, 42. Williams P. P. 263, 264. Copinger 225-237. New Copyright Act.

CHAPTER III.

TITLE BY GIFT AND ASSIGNMENT.

(Stephen's 'Commentaries,' 44-53, 7th ed.; 44-53, 6th ed.)

1. What exceptions are there to the rule that things personal are freely transferable to the extent of the possessor's interest?

Ste. 44, 45.

2. To what extent and by what means can a *chose in action* be assigned?

36 and 37 Vict. c. 66, s. 25, subs. 6. Ste. 46.

3. Compare the modes of conveying realty and personality by voluntary transfer *inter vivos*.

Ste. 46 *et seq.* Williams P. P. 34, 35. Ste. vol. i. generally. Na-smith 314-319.

4. What is the nature of the statutes 13 Eliz. c. 5 and 3 Hen. VIII?

Ste. 47. Williams P. P. 50. Ste. vol. i. 498.

5. Explain the operation of a *donatio mortis causa*, and state the requisite conditions of such a gift.

Ste. 48. Wharton 295. Williams P. P. 340.

6. What is the form of a *bill of lading*? Explain its nature and effect.

Ste. 49. Wharton 119. Williams P. P. 36, 65.

7. 'Though generally, and by the common law, personal property may be transferred without the use of writing, there are cases where the statute law has made the rule otherwise.' Mention the principal cases.

Ste. 50. Williams P. P. 83, 87, 88, 61, 259.

8. When do judgments bind the goods of a debtor?

Ste. 51-52. Williams P. P. 53, 54. Wharton 486-489.

9. Explain :—*Bill of sale, assignment of personal chattels, consignor, assignment by parol, market overt.*

Ste. 49, 49, 49, 48, 53. *Peer v. Humphry*, 2 Ad. and El. 495.

10. What is the effect of :—

(1) A being indebted to B and C, makes a secret deed of gift of all his goods and chattels to C, in satisfaction of his debt, and continues in possession of the said goods?

(2) D says to E, 'I will give you all the plate that is mine.' No delivery of any portion of the plate took place.

(1) Ste. 47, 50. Williams P. P. 50. *Twyne's case*, 1 Smith, L. C. vol. i. (2) Ste. 47. *Shower v. Pilck*, 4 Exchq. 478.

CHAPTER IV.

TITLE BY CONTRACT.

(Stephen's 'Commentaries,' 54-65, 7th ed.; 54-65, 6th ed.)

Contracts generally.

1. Define a contract. Mention the chief classifications of contracts.

Ste. 54, 57, 58. Williams P. P. 77, 93. Chit. 'Con.' 2. Smith, C.L. 48, 49, 51. Leake, 'Con.' 8, 7, 11, 12, 76, 88.

2. What are the essentials of an agreement? Distinguish a 'contract' from a 'promise.'

Austin 324, 325. Chit. 'Con.' 2. Ste. 59 *et seq.* 54. Leake, 'Con.' 8, 9.

3. Explain :—*Parol contract, contract by record, consideration, contract implied, special agent.*

Ste. 55, 143, 59, 57, 66.

4. State the effect of 29 Car. II. c. 3 :—

(1) On contracts for the sale of goods.

(2) On certain verbal agreements.

Ste. (1) 70, 71, (2) 55. Smith, 'Com. Law,' 197, 54. Williams P. P. 39, 83.

5. What contracts, since the time of the Revolution, have the Legislature required to be in writing?

Williams P. P. 87, 88, 89. Ste. 56, 71. Smith, C. L. 58. Leake, 'Con.' 100. Broom, C. L. 382, 383.

6. What is the law with respect to the merger of contracts?

Ste. 58. Smith, C. L. 52. Leake, 'Con.' 506. Addison, 'Con.' 289.

7. What formalities are required to complete the following contracts?

(1) An agreement to assign a lease.

(2) An agreement to answer for the debt of another person, for which that other remains liable.

(3) An agreement to take X into your service for a year, such service to begin from Lady-day next.

(4) An agreement to sell a gun to X, value 10/.

Ste. (1) 56 [4], vol. i. 526, (2) 56 [2], (3) 56 [5], (4) 70, 71.

8. Under what circumstances is an agreement binding when supported only by an executed consideration?

Williams P.P. 78. Ste. 60. Leake, 'Con.' 23 *et seq.* Smith, C.L. 63. Rosc. 398-9.

9. Point out how the illegality of a consideration affects a contract.

Ste. 64, 61. Leake, 'Con.' 322, 405. Williams P.P. 78. Smith, C.L. 66 *et seq.*

10. 'The consideration of a promise must *move* from the promisee.' Explain and illustrate this rule.

Ste. 61, 62. Smith, C.L. 61. *Tweddle v. Atkinson*, 1 Best and Sm. 393. Leake, 'Con.' 313, 314. Broom, C.L. 317, 318.

11. What are the rights and liabilities of A in the following cases?

(1) A promise is made to B that if A shall effect the cure of a diseased person, that person will pay B 10*l*.

(2) A's servant was arrested on a warrant; J. S., without his knowledge, bailed the servant, and afterwards A for his kindness promised to save him harmless.

(3) A enters into an agreement with X, an unlicensed person, to enable him secretly to sell exciseable liquors.

Ste. (1) 62 (n), (2) 60 (d), (3) 61 (l). The case is *Ritchie v. Smith*, C.B. 6, 462. See Smith's 'Contracts' 145, 165, 236.

12. In what cases will a past liability amount to a sufficient consideration to support an express promise?

Smith, 'Con.' 165 *et seq.* Leake, 'Con.' 23 *et seq.* Ste. 60.

13. State generally what persons are incapable of forming a valid contract (1) *sub modo*, (2) *in toto*.

Smith's 'Contracts' 267 *et seq.*, 301 *et seq.* Ste. 62, 63. Leake, ch. ii. sec. 2.

14. Show the bearing of the following maxims on the law of contracts:—

Ex nudo pacto non oritur actio.

Expressum facit cessare tacitum.

Ste. 59, 58. Smith, 'Con.' 138. Broom's 'Maxims' 669, 750, 585.

15. Which of the following contracts are invalid, and for what reasons?

(1) A, the assignee of a bond, in which B is the

obligor, in consideration that B shall pay the amount on the 1st of March, promises to forbear proceedings until that day.

(2) A promises to give 100*l.* to C on his marriage.

(3) Agreement in writing, made after full age, to pay a debt contracted during infancy for jewelry.

(1) Smith 'On Contracts' 155. Ste. 59, 60, (2) 59. (3) 37 and 38 Vict. c. 62.

16. Can the following contracts be enforced ?

(1) The performance of a contract, lawful when entered into, since become illegal by alteration of the law.

(2) Since become impossible to perform.

(3) The performance of which is hindered by act of promisee.

Ste. 64. *Davis v. Cary*, 15 Q.B. 418. Leake 362. Smith, C.L. 95. *European &c. Mail Co. v. Royal Mail Co.*, 30 L.J. C.P. 247.

17. Explain :—*Specialty, condition precedent to the performance, contract of quantum meruit, executory contract, contract made under duress.*

Ste. 54, 64, 57, 58, 63, and Leake, 'Con.' 38, 206.

18. When, as a general rule, is the performance of contracts excused ?

Smith C.L. 94. Chit. 'Con.' 668 *et seq.* Ste. 64.

19. Consider the effect (1) of error, (2) fraud on contracts.

Leake, 'Con.' 168–180, 181–205. Smith, C.L. 68. Addison 231, 228. Pollock 355, 471. Ste. 64.

20. Specify the various contracts implied in law.

Leake, 'Con.' 38–75. Smith, C.L. 496. Broom's 'Common Law' 259. Addison 21–22. Ste. 57–58.

CHAPTER V.

CONTRACT OF AGENCY AND OF SALE.

(Stephen's 'Commentaries,' 65-80, 7th ed.; 65-80, 6th ed.)

1. In what cases must an agent be appointed in writing?

Ste. 65. Smith, C.L. 423. Leake, 'Con.' 266.

2. How may an agency be determined?

Ste. 66. Smith, C.L. 438. Leake, 'Con.' 286-288. Addison 48, 699.

3. State generally the rights and liabilities—

(1) Of an agent.

(2) Of a principal.

Ste. 67-68. Smith, C.L. 425-428, 439 *et seq.* Leake, 'Con.' 270, 296, 300, 307 *et seq.*

4. How do the following maxims bear on the law of agency?

(1) *Omnis ratihabitio retrotrahitur, et mandato priori æquiparatur.*

(2) *Delegatus non potest delegare.*

Ste. 67, 68. Broom's 'Maxims' 777 *et seq.*, 755. Leake, 'Con.' 268, 285.

5. Explain the difference between a *general* and *special* agent.

Ste. 66. Leake, 'Con.' 271. Broom's C.L. 518.

6. (1) A is authorised to make a valuation of goods; is such valuation valid, if made by A's clerk?

(2) A sells goods in his own name to B, when he is really selling as agent for X. Can X sue B for the price?

(3) A appoints B his agent by word of mouth. B leases A's meadow to P for ten years.

Ste. 68 (p), 67, 65 (e).

7. Explain :—*Exchange, earnest, stoppage in transitu, del credere commission, factor, warranty.*

Ste. 68, 69 *note*, 72, 78, 77, 76 and 77.

8. When does the property in things sold pass (1) in a sale for ready money, (2) on credit?

Ste. 69. Williams P.P. 37 *et seq.* Smith, C.L. 211.

9. In a sale of goods there is a distinction between the vesting of the property and the vesting of the right of possession.' Explain and illustrate this.

Ste. 70. Broom, C.L. 391 *et seq.*

10. When may the property in goods be effectually transferred by a person who has no title?

Ste. 72 *et seq.* Williams P.P. 413. Addison 435. Ste. 53.

11. What warranty does the vendor give in the case of the sale of goods?

Williams P.P. 416. Ste. 76. Leake, 'Con.' 198. Addison 459, 488, 489, 490 *et seq.*

12. What was the common law doctrine of the effect of a sale by a factor on the title to goods sold?

Ste. 78. Chit. 'Con.' 200. Addison 827.

13. The nature and effect of the Factors' Acts.

Ste. 78, 79. Leake, 'Con.' 275. Chit. 'Con.' 201. Addison 827-830.

14. Contrast the rule of Roman law as to warranty of title to goods sold with our own principles.

Ste. 76 and *note*. Benjamin 'on Sale' 518. *Eicholz v. Bannister*, C.B. N.S. 708. Poste's Gaius 339-340, 418 (2nd ed.). Lord Mackenzie 224, 220, 222.

15. What are the rights of A in the following cases?

(1) B agrees to sell him goods of the value of 20*l.*, but no understanding is come to as to mode or *time of payment.*

(2) His horse is stolen by C, who sells it at a fair.

(3) He prosecutes C to conviction.

Ste. 69, 72 and 75, 74.

16. X consigns a cargo of valuable wares to P. Before delivery P endorses them over to C for a valuable consideration, and becomes bankrupt. What are the rights of X and C respectively?

Ste. 72.

17. What is the effect of the Pawnbrokers' Act 1872?

35 and 36 Vict. c. 93. Ste. 74. Smith, C.L. 224.

18. What were the points decided in the following cases?

(1) *Millar v. Race*.

(2) *Wain v. Warlters*.

(3) *Birkmyr v. Darnell*.

Indemaure's 'Leading Cases,' 32, 52, 19. Williams P. P. 412, 84.
1 Burr 452. 5 East, 10. Salkeld, 27. Smith, L.C. vol. ii. 526,
vol. i. 241, i. 310.

19. What statutory provisions exist as to the sale of horses?

Ste. 75.

20. Compare the effect of a contract for the sale of goods in English and Roman law.

Ste. 69. Lord Mackenzie 221, 223. Poste's Gaius (1st ed.) 338,
(2nd ed.) 417. Chit. 'Con.' 350.

CHAPTER VI.

THE CONTRACT OF BAILMENT.

(Stephen's 'Commentaries,' 80-90, 7th ed.; 80-90, 6th ed.)

1. Define bailment. Point out the insufficiency of Blackstone's definition.

Ste. 80 and *note*. Story, B. 1. Jones 'On Bailments,' 117. Addison 618.

2. Classify bailments.

Ste. 81 *note*. Smith's C.L. 389. Broom, C.L. 786.

3. How does the bailee's liability vary according to the circumstances of the bailment?

Ste. 81. Smith, C.L. 390 *et seq.* Broom, C.L. 786 *et seq.*

4. Explain and criticise the phrases, 'ordinary neglect,' 'gross negligence.'

Ste. 82. Taunton, J. in *Doorman v. Jenkins*, 2 Ad. and E. 256. Story, B. 16.

5. What are the powers of a bailee in respect to the article bailed?

Ste. 82, 83. Williams P.P. 26, 27, 31. Smith, C.L. 394.

6. What are the common law liabilities of an inn-keeper? How far have those liabilities been modified by modern legislation?

Broom, C.L. 795-797. Smith, C.L. 465-466. Ste. 84-85.

7. Explain the effect of the Carriers Act on the common law liabilities of carriers.

Ste. 86-88. Smith, C. L. 446-449, 453. Broom, C.L. 799, 802.

8. Explain :—*Agistment, particular lien, common inn-keeper, locatum.*

Ste. 80, 83, 84, 81 *note*.

9. What, if any, wrongs are committed in the following cases ?

(1) A borrows a horse to ride to Oxford ; but before doing so, employs it in carting bricks. The horse, in doing so, is injured.

(2) A, without consideration, promises to remove several casks of brandy from one cellar to another. He refuses to perform his agreement. •

(3) A pawns an article with B. B, without negligence, loses the pledge. A refuses to repay the loan.

Coggs v. Bernard, Lord Holt's judgment. Smith, L.C. i. 188. Ld. Ry. 909. Broom, C.L. 790, 787, 792. Ste. 81, 82.

10. What are A's rights in the following cases ?

(1) A common innkeeper refuses to give him lodging.

(2) Goods deposited by him at an inn are taken by someone.

(3) His goods are stolen from his own room in an hotel.

Ste. 85, 84 and 85. Broom's C.L. 795, 797. Smith, C.L. 464 *et seq.*

CHAPTER VII.

THE CONTRACT OF THE LOAN OF MONEY AND PARTNERSHIP.

(Stephen's 'Commentaries,' 90-104, 7th ed.; 90-106, 6th ed.)

1. Contrast the contract of the loan of money with that of bailment.

Ste. 90. Addison 621.

2. Sketch the history of the usury laws in England.

Ste. 91. Williams P.P. 100. Wharton 927. Smith, 'Con.' 217.

3. Explain :—*Bottomry, respondentia, fœnus nauticum, annuities for lives.*

Ste. 92, 92, 93, 93. Williams P.P. 190.

4. 'No contract will arise by *implication* for the payment of interest on money due.' What exceptions are there to this rule?

Ste. 97, 98. Addison 359, 360. Williams P.P. 120.

5. What is partnership? How is it created? How dissolved?

Ste. 98 *et seq.* Williams 325 *et seq.* Smith, C.L. 247, 259, 260. Addison 982 *et seq.*, 992. Sm. 'Merc. Law' 1, 24, 25. Chit. 'Con.' 237.

6. 'Each partner is impliedly the agent of the other.' Show what consequences result from this doctrine.

Ste. 100 *et seq.* Smith, C.L. 254. Williams P.P. 331. Addison 73. Lord Wensleydale in *Wheatcroft v. Hickman*, 9 C.B. N.S. 47.

7. How far does the implied authority of one partner to bind another extend, (1) when he is still engaged in, (2) when he has retired from the common undertaking?

Addison 74, 79 *et seq.* Smith, C.L. 259, 256. Ste. 101, 104. Smith, 'Con.' 396, 403. Pollock 91.

8. What are the liabilities (1) of a nominal, (2) of a dormant partner?

Ste. 102, 102. Smith, C.L. 25, 251. Williams P.P. 325, 327.

9. In which of the following cases is A a partner?

(1) He agrees to lend a loan to a trader, on condition that he shall receive a rate of interest varying with the profits.

(2) He permits his name to be used in the business, and allows it to be exhibited over a shop window, printed on the invoices &c.

Ste. (1) 103, (2) 102. Addison (1) 984, (2) 78. 28 and 29 Vict. c. 86.

10. What was the common law method of settling a partnership dispute, and how far has it been altered by statute?

Ste. 104 and *note*. Smith, C. L. 257. 36 and 37 Vict. c. 66. s. 34. Smith, 'Mer. Law,' 34, 35. Also consult Lindley.

CHAPTER VIII.

CONTRACT OF GUARANTEE AND BONDS.

(Stephen's 'Commentaries,' 105-114, 7th ed.; 106-115, 6th ed.)

1. Define a guarantee. Explain the effect of the Statute of Frauds on this species of contract.

Ste. 105. Smith, C. L. 332, 334. Wharton 406. Smith, 'Mer. Law,' 455-463.

2. How is the liability of a surety discharged?

Ste. 106. Smith, C. L. 337, 338, 339. Pollock 227, 452. Williams P. P. 123.

3. What are the rights of a surety—

(1) When the creditor, without the consent of the surety, engages to give an indulgence in point of time to the debtor?

(2) When the debt becomes due, and his principal, although able, neglects to pay it off?

(3) When he has paid more than his share, against his co-sureties?

Ste. 106, 107, 107 and *note*. Smith, C. L. 338, 340, 342. Williams P. P. 123, 121, 122.

4. What is the nature of Lord Tenterden's Act as to false representations or assurances as to character?

Smith, C. L. 343. Ste. 105 *note*. Smith, 'Con.' 95. Williams P. P. 88.

5. A agrees to pay B's debt to C, if C will discharge B from arrest under a *ca. sa.* Is this a guarantee, and does 29 Car. II. c. 3 apply?

Rosc. 330. Chit. 'Con.' 468. Smith, C.L. 335. Ste. 105. Williams P.P. 85. *Goodman v. Chase*, 1 Barn. and Ald. 297.

6. Explain :—*Single bond, penalty of a bond, liquidated damages, estoppel by deed.*

Ste. 108, 108, 112, 109. For 'liquidated damages,' Wharton 547.

7. What is the effect—

(1) If the condition of the bond at the time of making be impossible?

(2) If the condition become illegal?

(3) If a bond has several conditions, some illegal and some not?

Ste. 109, 110. Anon. 5 N. and M. 378. *Newman v. Newman*, 1 Str. 101. *Yale v. Rex*, 6 Bro. P. C. 31.

8. Trace the effect of equity doctrines on statute-law as regards the recovery of damages on the forfeiture of a bond.

Ste. 110, 111. Leake, 'Con.' 84. Williams P.P. 115, 116. Addison 365.

9. Illustrate the difference in effect of a sum of money agreed to be paid on breach of agreement being considered as liquidated damages, or as a penalty.

Ste. 111, 112. Williams P.P. 76. Addison 368.

10. What is recoverable in the following cases?

(1) A man engages with a woman to marry nobody but her, and on marrying with another, to pay her 1,000*l.*

(2) C covenants with D not to carry on the business of an attorney within fifty miles from X, and in default to pay D 100*l.* for liquidated damages, and not by way of penalty.

Ste. 113, 114.

CHAPTER IX.

BILLS OF EXCHANGE AND PROMISSORY NOTES.

(Stephen's 'Commentaries,' 114-127, 7th ed.; 114-128, 6th ed.)

1. Sketch the history of bills of exchange, pointing out the chief statutory changes in the law relating to such securities.

Ste. 114-123. Byles 'On Bills,' Preface. Wharton 118.

2. Draw out a bill of exchange; and state the liabilities of the drawer and indorser.

Ste. 116-123. Addison 956. Smith, C. L. 270, 283, 284.

3. Explain:—*Negotiable instrument, endorsement in full, acceptance, special acceptance, protest, acceptance supra protest, indorsement sans recours.*

Ste. 116, 116, 117, 118, 121, 122. Williams P.P. 92.

4. What is the difference between an ordinary bill and a banker's cheque? What is the law as to the obligations of bankers with regard to crossed cheques?

Ste. 117 and *note*. Smith, C.L. 266. 19 and 20 Vict. c. 25, and 21 and 22 Vict. c. 79. *Hewitt v. Kaye*, L. R. 6. Eq. Ca. 200. *Smith v. Union Bank*, L. R. 10. Q. B. 291. Addison 969. There will probably be some legislative enactment on this subject.

5. Mention some peculiar legal properties incident to a bill of exchange.

Ste. 124 *et seq.* Smith, C.L. 276. Williams P.P. 92.

6. When is an actual presentment of a bill of exchange for acceptance necessary?

Ste. 121, 120. Byles 166. Smith, C.L. 287.

7. Define a promissory note; and show the extent of the liability of the parties to it.

Ste. 123, 124. Addison 968. Broom, C.L. 469.

8. A takes two cheques of B on his bankers, one is stolen by C and sold to D without notice for its full value ; the other A neglects for some time to present for payment, and when he is about to do so is informed that the bank has stopped payment. What are his rights against the various parties ?

Broom, C.L. 475. *Miller v. Race*. Smith, L.C. i. 526. 1 Burr 452, 476, 477. See Bayley, J., remarks in *Camidge v. Allenby*, 6 B. and C. 373. Ste. 125. Smith, C.L. 313, 316, 317.

9. 'Every bill or note carries with it *prima-facie* evidence of a sufficient consideration.' What are the consequences of this doctrine ?

Ste. 126. Smith, C.L. 273. Leake, 'Con.' 311. Williams P.P. 92.

10. What statutory provisions exist as to the amount for which promissory notes may be made ?

Ste. 126. Smith, C.L. 315, 316. Addison 969.

CHAPTER X.

POLICIES OF INSURANCE, CHARTER PARTIES.

(Stephen's 'Commentaries,' 127-144, 7th ed.; 128-144, 6th ed.)

1. What is the nature and effect of a policy of insurance ?

Ste. 127 *et seq.* Arnould 3 *et seq.* Addison 876, 878 *et seq.* Smith, 'Mer. Law' 329. Smith, C.L. 370 *et seq.*, 374.

2. When were marine policies introduced into England ? Describe a policy of marine insurance. What is 'general average,' and how is it ascertained ? What remedies have the insurer and insured against each other ?

Ste. 128, 129 *et seq.* Wharton 468. Ste 134. Smith, 'Mer. Law' 360. Smith, C. L. 374, 383. For a full account of the history, see *Martin*.

3. Explain :—*Underwriting, jettisons, barratry, salvage, policy in blank, constructive loss.*

Ste. 129, 131, 131, 134, 129, 133.

4. Against what risks, in a policy of marine insurance, are the assured usually protected ?

Ste. 131. Addison 878, 890, 892 *et seq.* Smith, C.L. 374. Addison 888.

5. State briefly what statutory restrictions exist on the liberty of assuring against marine risks.

Ste. 129, 130, 137. Addison 877, 879. Smith, C.L. 372 *et seq.*

6. Distinguish, re-assurance—double-assurance, total—average-loss, freight—cargo.

Ste. 130, 132. Wharton 389. Smith, C.L. 373. Addison 878.

7. What interest is the assurer required to have in the subject-matter of the assurance ?

Williams P.P. 183, 184. Ste. 137. Smith, C.L. 364, 368. 33 and 34 Vict. c. 93.

8. Under what circumstances will misrepresentation avoid a policy ?

Smith, C.L. 365. Ste. 138. Addison 885, 929, 937.

9. Explain :—*Charter party, general ship, demurrage, running days, wager policy.*

Ste. 140, 140, 141, 141, 137.

10. On whom does the loss fall in the following cases ?

(1) A, fearing that his ship is lost, obtains an insurance on her, 'lost or not lost,' to the amount of 9,000*l.*

(2) A brings actions on a policy of insurance against X, Y, Z, the underwriters. It is proved the ship became unseaworthy during the voyage.

(3) A ship is chartered by P from O. She receives a full cargo aboard. But loss is occasioned to the cargo from the negligence of the master.

Ste. (1) 131, and Smith, C.L. 377. (2) Ste. 132, and Smith, C.L. 382.
(3) Ste. 141.

CHAPTER XI.

TITLE BY BANKRUPTCY.

(Stephen's 'Commentaries,' 145-178, 7th ed.; 147-195, 6th ed.)

1. Sketch the history of the bankruptcy laws in England.

Ste. 145-148. 36 and 37 Vict. c. 66, ss. 3, 34. Wharton 104. Crabb 454, 491. Lee 1-12.

2. What is an act of bankruptcy? How does bankruptcy affect the bankrupt's estate?

Ste. 152, 164. Wharton, 'A. C. Manual,' 225-227. Williams P.P. 141. Nasmith 257.

3. Who can become bankrupt?

Ste. 148-151. Williams P.P. 139.

4. Under what circumstances and in what manner is a person adjudicated bankrupt?

Ste. 151-155. Williams P.P. 142, 145, 148 *et seq.* Nasmith 261, 262.

5. 'In certain cases the property even of *strangers* vests in the trustee, if found in the bankrupt's possession.' Show how this happens.

Ste. 165. Nasmith 267 and *note*.

6. Explain the office and duties of a trustee in bankruptcy.

Ste. 165, 157 *note*. Williams P.P. 150, 149, 152. Nasmith 266, 268, 273.

7. Give an account of the method of proceeding—

(1) In liquidation by arrangement.

(2) In liquidation by composition.

Ste. 175-177. Williams P.P. 169. Smith, 'Mer. Law' 687 *et seq.*, 692 *et seq.* Robson 627 *et seq.*

8. Explain :—*Order of discharge, committee of inspection, disclaimer of trustee, insolvent, vesting order.*

Ste. 161, 156, 167. Williams P.P. 174, 175.

9. What property of the bankrupt does not pass to the trustee?

Ste. 166.

10. What is the effect of—

(1) The bankrupt, after presentation of petition, conceals the fact that a debt of 10*l.* is due to him?

(2) A trader, to avoid bankruptcy, leaves England?

(3) A trader conveys all his property to Z, in order to secure it against his creditors?

(4) The order of discharge on the bankrupt's estate?

Ste. 159, 152, 153, 161. Williams P.P. 164.

CHAPTER XII.

TITLE BY WILL AND ADMINISTRATION.

(Stephen's 'Commentaries,' 178-213, 7th ed.; 196-232, 6th ed.)

1. Sketch the history of wills of personalty in England.

Ste. 179-185. Williams, Ex. vol. i. 1. Williams P.P. 334, 335 *et seq.* Crabb 92, 515. Wharton 950.

2. In what cases is a married woman able to make a will of personalty?

Ste. 186-187. 33 and 34 Vict. c. 93. Williams, Ex. 51-61.

3. What solemnities have from time to time been required for the due execution of a will of personalty?

Ste. 187 *et seq.* Williams P.P. 335, 336. Nasmith 536.

4. In which of the following cases is the will valid?

(1) A will witnessed by five witnesses, who are called in one by one, to attest the signature.

(2) A will signed by the testator's son at his request.

(3) A will made by a person of the age of twenty years.

Ste. 189, 189, 187. These questions are all on the New Wills Act, 7 Will. IV. and 1 Vict. c. 26.

5. X, domiciled in France, dies intestate. Is the succession to his personalty in England governed by French or English law?

Ste. 189 *note.* *Doglione v. Crispin*, L.R. 1 Ap. Ca. 301.

6. Outline briefly the rights and duties of an executor.

Ste. 190, 199. Wharton 344. Williams P.P. 69, 71, 341, 343, 344, 345 *et seq.* Nasmith 553.

7. Explain the origin and method of taking out probate of a will of personalty.

Ste. 182, 190-193. Wharton 740. Williams P.P. 345-347. Williams Ex. 277.

8. What is administration? To whom is it granted? In what cases may a person be entrusted with a special administration?

Ste. 193 *et seq.*, 198. Williams P.P. 368 *et seq.*

9. Explain—

(1) 'The administrator is an officer, as it were, of the Court of Probate.'

(2) 'The executor of A's administrator is not the representative of A.'

(3) An administration *cum testamento annexo et durante minore ætate* may be granted.'

Ste. 197, 197, 196. Williams P.P. 368, 373, 372.

10. What are the rights and duties of an administrator?

Ste. 200-212. Nasmith 554-560. Williams P.P. 368-370.

11. Explain:—*Pars rationabilis, probate in common form, bona notabilia, grant of letters ad colligendum bona defuncti, administration de bonis non, executor de son tort.*

Ste. 179, 191, 192, 195, 198, 199.

12. What is the difference in effect between a general and a specific legacy?

Ste. 206. Williams P.P. 357, 358.

13. What are the chief provisions of—

(1) 22 & 23 Car. II. c. 10 and 29 Car. II. c. 3?

(2) 7 Will. IV. and 1 Vict. c. 26?

(3) 1 Jac. II. c. 17?

Ste. 209, 208 and 189 and 206, 210. Williams P.P. 370, 374-375, 334, 335-338, 348, 364-365. See also the Statutes themselves.

14. Explain:—*Plene administravit, ademption, collatio bonarum, distribution per stirpes, lapse of a legacy.*

Ste. 204, 206, 211, 211, 206.

15. What is the effect of—

(1) A legacy left to A, if he attain twenty-one?

(2) A legacy left to B, to be paid when he attains twenty-one?

(3) A bequest to C, and, on his dying without issue, to D?

Ste. 207. Wharton 522. Nasmith 541.

16. A person dies, leaving a daughter, a grandfather, a brother of the half blood, an uncle *ex parte materna*, an

aunt *ex parte paterna*. State in what order these persons would be admitted to administration.

Ste. 193, 194, 195.

17. What is the order appointed by statute for the distribution of the personal estate of an intestate, and within what period must it so be distributed?

Ste. 209. Williams P.P. 374.

18. A dies, leaving a widow and a son. B dies, leaving two sons of a deceased son, and a daughter. C dies, leaving a widow and two cousins. How will the property of the deceased be distributed in the cases above?

Williams P.P. 374. Ste. 209.

19. Trace the steps by which the Ecclesiastical Courts (1) obtained, (2) lost jurisdiction in matters relating to succession to personalty.

Ste. 181-185. Williams P.P. 367-369. Williams, Ex. 277, 279-281.

20. In what respects does the Statute of Distributions resemble the Roman law of succession *ab intestato*?

Ste. 210. Williams P.P. 375. Mackenzie 297, 286.

21. What courts, previous to the commencement of the Judicature Act, 1873, had jurisdiction in matters relating to title by will and administration?

Ste. 213 and *note*. Williams, Ex. 281.

22. (1) X dies intestate, leaving three brothers, A, B, and C, and two sons of a deceased brother.

(2) D dies intestate, leaving a brother (deceased), who has left two children, another brother (deceased), who has left three. How will the personalty be distributed in each case, there being no other relations?

Ste. 212. Williams P.P. 374.

CHAPTER XIII.

MIXED SUBJECTS OF PROPERTY.

(Stephen's 'Commentaries,' 214-224, 7th ed.; 233-243, 6th ed.)

1. What are emblements? Give instances when things real may become chattels by act of party.

Ste. 214, 215. Williams P.P. 17. Wharton 321.

2. (1) A, seised in fee, devises Whiteacre to X in fee.

(2) B dies intestate, seised in fee of Blackacre. At his death the plantations on the close are partly cut down. In the above cases who takes the emblements?

Ste. 215, 214. *West v. Moore*, 8 East 339.

3. Give a comprehensive definition of fixtures.

Ste. 217. Williams P.P. 13. Wharton 372.

4. '*Quicquid plantatur solo, solo cedit.*' What were the consequences of this doctrine, and to what extent have they been varied by statutory enactment?

Ste. 218-220. Williams P.P. 14-16. Wharton 373.

5. What, generally speaking, is the law regarding fixtures, (1) between landlord and tenant, (2) between the heir and the personal representative of the tenant in fee?

Ste. 219, 218. Wharton 373. Williams P.P. 14, 15.

6. 'The property in public undertakings . . . which are vested in subscribers by Act of Parliament, is in the nature of realty so far as regards the land itself. . . . But the shares of the individual corporators in it are in the nature of personalty.' Explain this fully.

Ste. 221. Wharton 838.

7. Under what circumstances are animals *feræ naturæ* part of the realty?

Ste. 221.

8. To whom do charters, deeds, and other evidences of title go?

Ste. 222. Williams P.P. 13.

9. What is an heirloom? When (if at all) can heirlooms (1) be sold, (2) be devised by the tenant in fee?

Ste. 222, 223. Co. Litt. 18 *b*, 185 *b*. Williams P.P. 12, 13.

10. 'The term "heirlooms" is often applied in practice to the case where certain chattels are directed by will to follow the limitations thereby made.' Illustrate this.

Ste. 224, 223. Wharton 417. Williams P.P. 13.

GENERAL QUESTIONS ON THE LAW OF PERSONAL PROPERTY.

A.

1. Describe the different classes of property included under the term 'personalty,' and point out what characteristics (if any) they have in common.

Ste. 2-10. Williams P.P. 1-7 IX. X. Austin, i. 59 *note*. Wharton 697.

2. To what cause is the assimilation of the law of realty to the law of personalty traceable?

Maine, 'An. Law' 273, 272, &c. Nasmith 561.

3. Explain the rule that 'choses in action are not assignable,' and state the principal exceptions to it before the last statutory enactment on the subject.

Ste. 46. Williams P.P. 4-6. Smith, C.L. 84.

4. In what cases are settlements after marriage invalid? When is a husband not liable for the debts of his wife?

Williams P. P. 310, 312, 398, 403. See 37 and 38 Vict. c. 50. Ste. 275, 276, 269, 270, 271. Smith, C.L. 132-134.

5. Is the distribution of the personal estate of an intestate regulated by common law or by statute? State the mode of distribution where the intestate leaves

(1) A widow and no children.

(2) A widow, two sons, and three daughters.

Williams P.P. 374. Ste. 209.

6. Define a will: describe its chief parts and the mode of execution. When and how did the office of administrators originate?

Ste. vol. i. 588 *et seq.*, vol. ii. 187-189, 184. Digest xxviii. 1. 1. (*Moderatus*.) Williams, Ex. 6. 2 Ba. Com. 499. Co. Litt. 111a.

7. Give a full account of the difference between a simple contract and a deed, and its consequences.

Williams P.P. 93. Ste. vol. i. 482. Simple contracts differ from deeds in these particulars. They do not create an estoppel, except in some few cases. They require a consideration to support them. See Statute 32 and 33 Vict. c. 46, abolishing the distinction as to priority in payment between simple contract and specialty debts. And they may be discharged without a deed, judgment, or Act of Parliament. Addison, 'Con.' 17, 18. Chit. 'Con.' 5, 6, 7. Smith, 'Con.' 34, 127-8.

8. Why are patent right and copyright so called? What is necessary to prove in order to obtain a patent?

Ste. 25, 34, 26-27. Williams P.P. 245, 256, 246 *et seq.*

9. When is a warranty implied at the time of the sale of personal chattels?

Ste. 76, 77. Williams P.P. 416. Smith, 'Mer. Law' 518-519, 522. Rosc. 332. Chit. 'Con.' 411, 412, 414. *Percival v. Oldacre*, 18 C.B. (N.S.) 398.

10. What are the striking differences in the mode of operation of a will of realty and a will of personalty?

Williams P.P. 341, 345. Williams, Ex. 6.

B.

1. Sketch the history of copyright, stating precisely what advantages an author derives from it at the present time.

Ste. 34-38. Williams P.P. 256. Copinger 1 *et seq.*

2. What is requisite to the validity of—

(1) A bill of sale?

(2) A bill of exchange?

Ste. 49, 52, 114-123. Williams P.P. 89-92. Smith, C.L. 269.

3. State what is the liability of—

(1) Z, who has just retired from the firm of X, Y, Z, on a contract made by that firm.

(2) D, who has been discovered by M, the creditor of the firm A, B, C, to be a dormant member of that firm.

(3) P and Q, on a contract under seal, executed by their partner S alone.

Ste. 104, 102, 101. Williams P.P. 328, 325, 332. Smith, C.L. 251, 259, 257.

4. Trace historically the liabilities of carriers by sea and land.

Ste. 86-89. Wharton 150. Addison 717, sec. iv. Smith, C.L. 446 *et seq.* Chit. 'Con.' 446 *et seq.*

5. A dies intestate, leaving a widow B, a brother C, a son D, and X, Y, Z, the daughters of a deceased daughter E. How will personal chattels be distributed?

Ste. 209. Williams P.P. 374.

6. The assignee of a term appointed X executor, who died intestate; Y took out administration to X and died, appointing Z executor. Who is the proper party to assign the term?

Ste. 197. Williams P.P. 373.

7. If a widower dies issueless, leaving a mother, mother-in-law, sister-in-law, two nephews, sons of a deceased brother, and a posthumous brother of the half-

blood him surviving, who will be entitled to his personal estate as next of kin, and in what proportions ?

Ste. 210, 209. 1 Jac. II. c. 17. *Keilway v. Keilway*, 2 P. Wms. 344. Williams P.P. 374. The mother will take one-third, the nephews another third, and the posthumous brother the remaining third. Ste. 195.

8. What chattels, on the death of the tenant, fall to the heir or devisee ?

Ste. 221-223. Williams P.P. 9-20.

9. Contrast the mode of distributing the personal estate of an intestate, with the rules which govern the descent of realty.

Williams P.P. 377-381, 375. Williams R.P. 106.

10. How can a husband be restrained from appropriating the chattels of his wife ?

Williams P.P. 402, 400, 385-390. Ste. 266, 273.

C.

1. What subjects of property does 'personalty' comprehend ? Mention any subjects of personal property which have no physical existence, and any physical things which cannot be the objects of property.

Ste. 2 *et seq.* Williams P. P. 1-4. Tomlin, 'Chattels.' Wharton 697.

2. Define a contract ; and classify the various species of contracts in accordance with the purposes which they are designed to serve.

Ste. 54 *et seq.* Wharton 218. Chit. 2. Nasmith 8, 89, 111. Smith, C. L. 48 *et seq.* Broom, C. L. 257.

3. (1) B undertakes a long journey, in order to do a kindness to A, who, on hearing what has been done, *promises to give 100*l.* to him for his trouble.*

(2.) X, having fallen into a canal, entreats Y to pull him out, and when safely on the bank promises to give him 10s. for saving his life. Discuss the principles on which depend any right of redress which B or Y may have, if the promises made to them are not fulfilled.

Ste. 60. Smith, C.L. 63, 64. Chit. 'Con.' 20, 50. Williams P.P. 78.
1 Sm. L.C. 130.

4. Summarise the effect of the Statute of Frauds upon contracts unconnected with land.

Ste. 55, 56, 70, 71. Williams P.P. 39, 83 *et seq.*

5. Explain :—*Act of God, animus revertendi, salvage, donatio mortis causa, gross neglect, incorporeal chattels, merger of simple contract.*

Ste. 64 *note* and 141, 6, 18, and 134, 48, 82 *note*, and 85, 9, 58.

6. (1) A, who is under age, but professes to be of full age, buys on credit, clothes, jewelry, and provisions.

(2) X sells a watch which he has stolen to Y, who keeps a jeweller's shop near St. Paul's Cathedral, by whom it is resold to Z. X shortly afterwards is convicted of the theft.

(3) M goes into an upholsterer's shop and chooses a set of chairs, drawing a cheque for the price, and directing them to be sent home next day. During the night the shop and its contents are destroyed by fire. What is the effect of these transactions, and what are the respective rights of the parties concerned ?

Ste. 63, 72, and 73, 69. Addison 116.

7. Give an outline of a settlement of a share of a testator's residuary personal estate on marriage.

Williams P.P. 436 *et seq.*, 346.

8. State generally the rules that govern the relation of principal and agent.

Ste. 65 *et seq.* Smith, C.L. 425 *et seq.* Smith, 'Mer. Law' 132-4.

9. Sketch, referring to Acts of Parliament, the history of the law regulating bequest of personal property.

Ste. 179, 186, 187 *et seq.* Williams 334 *et seq.* Williams, Ex. 1.

10. When, and of what property, may a married woman make a will?

Ste. 265, 263, 268, 269. 33 and 34 Vict. c. 93. Smith, C.L. 136, 137-140. Williams P. P. 399, 283, 402, 400. Williams, Ex. 51-61.

D.

1. What are a married woman's powers of disposition over personal estate, settled to her separate use, either absolutely or for life?

Williams P.P. 399, 400. Ste. 273. Macqueen 316 *et seq.* Haynes, Eq. 233-247.

2. Explain:—*A wagering policy, vested legacy, acceptance supra protest, specialty, residuary legatee, debts of record, actio redhibitoria.*

Ste. 137, 207, 122, 54, 208, 143, 76 *note.*

3. A sells goods to B, professing them to be his own. A's title proves deficient, and B is compelled to make over the goods to the true owner. What remedies has B against A?

Ste. 76. Smith, C. L. 209. Rosc. 257 (11th ed.). Chit. 'Con.' 426 *et seq.*

4. What remedies has the vendee of a warranted chattel, on breach of warranty?

1. He may in certain cases refuse to accept. 2. He may rescind the contract when the defect is discovered. 3. He may accept it, and

bring a cross action on the warranty. 4. He may sue in tort for fraud.
5. He may use the breach of warranty in reduction of damages.
Selwyn's Nisi Prius, 644. Bullen and Leake 229 *et seq.* Ste. 76.
Smith, C.L. 208-210.

5. Consider the validity of the following transactions:—

(1) A contracts, by word of mouth, to sell a cupboard to B for 10*l.*

(2) C sells a horse to B, and then warrants it to be free from vice.

(3) A, by word of mouth, sells a set of chairs to X for 10*l.*; X takes some of them home with him.

Ste. 70. Williams P.P. 416. Ste. 70, 71.

6. What right has an innkeeper to detain—

(1) The property,

(2) The person of a traveller who is departing without payment of his bill?

Selwyn's Nisi Prius, 1375, 1371. *Sunbolf v. Alford*, 3 M. and W. 248. Ste. 85, 86.

7. What persons have a lien over property committed to their charge?

Smith, C. L. 244. Ste. 83, 84. Wharton 536. Williams P. P. 27-32.

8. (1) A dies intestate, possessed of personal estate, leaving a son, and two granddaughters, the issue of an elder son.

(2) A freeman of the city of York dies intestate, leaving a widow, two sons, and three children of a deceased son. In the above cases how will the personalty be distributed?

Ste. 209, 212. See 19 and 20 Vict. c. 94.

9. When do the next of kin take *per stirpes*? when *per capita*?

Ste. 211.

10. What are the general rules of English law regarding domicile as governing the disposition of personal estate?

Ste. 189 *note*. Williams 338, 339. 24 and 25 Vict. c. 114, s. 1. 24 and 25 Vict. c. 121. Williams, Ex. 1401 *et seq.*

E.

1. Compare the modes by which property is acquired in things real and things personal.

Ste. 44, 45, 49. Wharton 904. Williams P.P. 428, 34. Ste. vol. 1. xxiv., vol. II. iii.-vi.

2. What is meant by the 'law merchant'? In what sense is it said to be part of English law?

Broom, C. L. 11. Wharton 532. Beawe's 'Lex Mercatoria' 1 *et seq.* Ste. 55.

3. Discuss the following cases:—

(1) A, without authority, makes a contract in P's name with T. T afterwards gives notice to A that he will not be bound by the contract. P replies, adopting the contract made on his behalf.

(2) A mortgages the furniture in his house to B, with a proviso that A is to remain in possession until B demands the debt. The sheriff, before such demand, seizes the furniture, under an execution issued at the suit of C against A.

(3) A, a creditor of the testator, and B, a legatee, apply to the executor of a will for payment of the debt and legacy due to them respectively. The executor answers that, having paid two other legatees, Y and Z, in full, he has no assets.

(1) Ste. 67. Broom, C. L. 530, 311. (2) Ste. 52. Addison 822. Williams P.P. 50. (3) Ste. 205, 206.

4. What was the object, and what are the principal provisions, of the Factors' Acts?

Ste. 78. Addison, 'Con.' 827-830. Leake, 'Con.' 275. Wharton 354.

5. Under what conditions is the property in goods sold held to pass by, or at the time of concluding, the contract?

Ste. 69. Williams P. P. 37 *et seq.* Addison 450. Smith, C. L. 211. Rosc. 632-3. Chit. 'Con.' 350 *et seq.*

6. M, an intestate, dies, possessed of personal property: he leaves a widow A, and two children, B and C, by her, as well as D, the child of a deceased son of M by a former wife. What part of M's property will fall to A, B, and C respectively?

Ste. 209. Williams P.P. 374.

7. What is the doctrine as to the satisfaction by legacies—

(1) Of debts?

(2) Of portions?

Williams P. P. 359-360. *Ex parte Pye*, 18 Ves. 140. Haynes 349 *et seq.*, 370 *et seq.* Wharton 818.

8. Against whom may the payment of a bill of exchange be enforced?

Ste. 117-123. Smith, C.L. 303-305. Smith, 'Merc. Law' 257. Byles 3.

9. What is the liability of executors or administrators in matters of tort?

Smith, C.L. 399. 2 Wms. Ex., 6th ed., 1596-1602. Williams P. P. 71.

10. Explain:—*Registering a bill of sale, fraudulent conveyance, implied contract, legitim, policy in blank, unincupative will.*

Ste. 52, 152, 57, 180 *note*, 129, 188.

F.

1. State the effect of—

(1) The Statute of Frauds.

(2) Lord Tenterden's Act on verbal promises relating to goods.

Ste. 55, 70, 56, 71, 105. Wharton 386. 29 Car. II. c. 3, ss. 4, 17-9 Geo. IV. c. 14.

2. What are the *general* rules which regulate the responsibilities of bailees under different circumstances?

Ste. 81. Smith, C.L. 390-394. Chit. 'Con.' 435. Wharton 101.

3. Discuss the following cases :—

(1) A promises, by word of mouth, to X, that if he will lend a horse to Y, he (A) will be answerable for its re-delivery in a sound condition.

(2) A, by word of mouth, promises to marry C.

(3) P contracts with Q to hire him as a servant for a year, from next Lady-day.

(1) *Kirkham v. Marter*, 2 B. and A. 613. Ste. 56.

(2) *Harrison v. Cage*, 1 Raym. 386. Smith, C. L. 124. Addison 1019.

(3) *Bracegirdle v. Heald*, 1 B. and Ald. 722. Williams P.P. 85.

4. What are, generally speaking, the rights and liabilities of a surety?

Williams R.P. 121-123. Ste. 106. Smith, C.L. 337, 338-343.

5. When are contracts in restraint of trade void?

Williams P.P. 97-98. Smith, C.L. 77. Addison 204.

6. A dies, having appointed B the executor of his will. State what must be done in the following cases :—

(1) B takes out probate, but dies before he has wholly administered A's goods, having appointed an executor of his own will.

(2) B takes out probate, but dies before he has wholly administered A's goods, intestate.

(3) B refuses to take out probate.

Ste. 197, 197, 196.

7. A dies intestate, leaving a widow, two sons, two daughters, and two grandsons the children of a third son who had predeceased A. By whom, to whom, in what shares, and within what time ought the surplusage of A's personal estate to be distributed?

Ste. 209. Williams P.P. 374.

8. What is the husband's position—

(1) As to his rights with regard to his wife's personal property?

(2) As to his liability with regard to his wife's debts?

Ste. 263-272, 272-277. Macqueen 17, 136. Williams P.P. 385
et seq. 37 and 38 Vict. c. 50.

9. When is a *donatio mortis causa* valid, when invalid?

Ste. 48. Williams P.P. 340. Wharton 295.

10. In what points is the distribution of an intestate's goods preferable to the descent of a fee simple?

Williams 378 *et seq.*

G.

1. 'Chattels, on the death of the owner intestate, devolve on the administrator.' What are the exceptions to this rule, and why are such exceptions admitted?

Williams P.P. 9-20. Ste. 221.

2. 'When an article is lost, the owner still retains his property in the thing, although he has lost the posses-

sion : and the finder has a right to the possession of the chattel against all the world except the loser.' What consequences flow from this doctrine ?

Williams P. P. 23, 24. *Armory v. Delamerie*, 1 Smith's 'Leading Cases' 151, 357. Ste. 10.

3. In whom is the property in the following cases ?

(1) I assign, in writing, a horse to B, but keep possession of the animal.

(2) A orders an article to be manufactured for him, of a certain quality and shape.

(3) P agrees to sell to Q twenty bales of cotton, now lying on the wharf at X, but before delivery Q stipulates that P shall re-pack the same.

Ste. 47 (r), 70, 70. Williams P.P. 35, 39, 38.

4. 'Contracts have been classified according to the remedy appropriate to each case.' Explain this statement.

Smith, C.L. 49. Broom, C.L. 267. Williams P.P. 77, 103, 93. Record. Covenant. Assumpsit.

5. How does the maxim *caveat emptor* apply to the sale of goods ?

Ste. 76. Williams P.P. 416. Broom, C.L. 334. Broom's 'Maxims' 690.

6. What are the provisions of—

(1) 11 Geo. IV. and 1 Will. IV. c. 68 ?

(2) 28 & 29 Vict. c. 86 ?

(3) 20 & 21 Vict. c. 77, and 21 & 22 Vict. c. 95 ?

Ste. 87 (Carriers' Act), 103 (Partnership Amendment Act), 185 (Court of Probate).

7. How far has a vendor a right to stop the conveyance of goods despatched by him to the order of an insolvent vendee ?

Ste. 72. Williams P.P. 43-45. Smith, C.L. 476. Smith, 'Mer. Law' 553-4. Rosc. 653-657.

8. Under what circumstances is an insurer bound to refund the premium paid ?

Ste. 139. Smith, C.L. 363. Smith, 'Mer. Law' 391 *et seq.*

9. Define a debt, and show how it differs from a claim for damages. When may a debt arise independently of a contract ?

Ste. 142-144. Williams 75, 76, 103.

10. Discuss the following cases :—

(1) A lends B 20*l.*, to be paid on a certain day. B, after the day is past, enters into a contract with A, under seal, to pay the amount.

(2) A orders goods of B, to be sent by a carrier, C, who receives but loses the goods. A refuses to pay for them.

Ste. 58 *x.* Ste. 86. A is liable to be sued for price. A is the party to sue the carrier. *Coombes v. The Bristol &c. Ry.*, 27 L. J. Exch. 269. Selwyn, *Nisi Prius* 406.

H.

1. 'The requisites for the sale of goods partly depend upon their value.' Illustrate this.

Williams P.P. 38. Ste. 70. Smith, C.L. 197.

2. State the difference in effect between a contract for the sale of lands and for the sale of goods.

Williams P.P. 37. Ste. vol. i. 362. Ste. vol. ii. 69. Chit. 'Con.' 350, 270.

3. Which of the following are valid agreements ?

(1) A father, in consideration of natural affection, promises his son to pay his debts.

(2) A contract is made by P, an infant ; on arriving at majority, the transaction is ratified in writing by P.

(3) A contract made verbally by Q, that his executor shall pay 10,000*l.* to R.

Williams 79. 37 and 38 Vict. c. 62. *Wells v. Horton*, 4 Bing. 40.
Williams P.P. 85. Ste. 61, 56 *m.*

4. Against whom, and for what reasons, is a *bond-fide* holder of a bill of exchange entitled to enforce payment?

Ste. 125. Smith, C.L. 280. Williams P.P. 92. Byles 360 *et seq.*

5. When are contracts by way of wagering void, and when are they valid?

Leake, 'Con.' 377-381. Williams P.P. 99. Rosc. 'Evi.' 447. Chit.
'Con.' 579. Smith, C.L. 79. Ste. 137.

6. A man dies intestate, possessed, after payment of his debts, funeral and testamentary expenses, of—
(1) Railway shares, (2) Leaseholds, (3) A king's share in the New River Company, (4) Some family pictures, which by special custom have remained in the mansion-house for generations, leaving a widow, five sons, and five daughters, him surviving. On whom will his property devolve?

Ste. 209, 223. New River Shares are Real Property. See Title by Descent in Ste. vol. i.

7. A testator bequeaths the residue of his personal estate to several persons as tenants in common. Two of the residuary legatees die in the lifetime of the testator, not being descendants of such testator. What becomes of their shares?

Bagwell v. Dry, 1 Per. Wms. 700. *Ackroyd v. Smithson*, 1 Bro. C.C. 503. The shares will lapse, but not into the residue. They will go to the next of kin of the testator. As to the effect of a gift of the residue in joint tenancy, see Williams P.P. 364.

8. State the conditions of profit and loss necessary

to constitute a partnership as between the members of the firm, and to create liability as to third persons.

28 and 29 Vict. c. 86. Ste. 103, 101-104. Smith, C.L. 248-252, 258. Lindley 18. Rosc. 378.

9. Under what circumstances is a carrier not liable for the loss of goods entrusted to his care, and for what losses is he liable ?

Ste. 86, 87-89. Smith, C. L. 449-451. See 11 Geo. IV. and 1 Will. IV. c. 68, and 17 and 18 Vict. c. 31.

10. What conditions are requisite to the existence of a valid copyright in a book ?

Williams P.P. 256 *et seq.* Ste. 36 *et seq.* Broom, C.L. 93.

I.

1. If a person voluntarily undertakes to perform an act, is he liable to an action if (1) he fails to perform it, or if (2) he performs it improperly ?

Coggs v. Bernard, 1 Smith, L.C. 188. Chit. 'Con.' 30. Ste. 82. Broom, 787. Smith, 'Con.' 160.

2. Show that a person who is not himself competent to contract may contract as agent for another.

Smith, 'Mer. Law' 105. Broom 518. *Lindus v. Bradwell*, 5 C.B. 583. Ste. 304.

3. Contrast the introductory words of the 4th and 17th sections of the Statute of Frauds, and illustrate the effect of the difference between the two.

Lavery v. Turley, 30 L.J. Ex. 49. *Laythorp v. Bryant*, 2 Bing. N.C. 735. Smith, 'Con.' 116. Ste. 55, 70. Broom 373, 376, 403.

4. What transactions between debtor and creditor will discharge a surety ?

Snell's 'Principles,' 408. Smith, Eq. 82, 349. Williams P. P. 123. Ste. 106.

5. State certain peculiarities which distinguish a cheque from a bill of exchange.

21 and 22 Vict. c. 79. 16 and 17 Vict. c. 59, s. 19. *Woodland v. Fear*, 7 E. and B. 519. See generally Byles, ch. iv. *Hewitt v. Kaye*, L.R. 6. Eq. Ca. 200. Ste. 117 *note*.

6. Contrast the powers respectively possessed by an executor and an administrator.

Ste. 217. *Williams*, Ex. 865 *et seq.*

7. In what circumstances might an action at law have been brought to recover a legacy?

Ste. 232 (6th ed.). *Williams*, Ex. 1783-1785. *Jones v. Tanner*, 7 B. and Cres. 543.

8. Give an outline of the rules regulating the doctrine of advancement and 'double portions.'

Williams P. P. 285, 374. Ste. 229. *Wharton* 36. *Watson* 584. *Smith*, Eq. 370.

9. Under what circumstances will an innkeeper be justified in refusing admittance to a person who comes to claim refreshment and lodging?

Rex v. Ives, 7 Car. and P. 213. *Fell v. Knight*, 8 M. and W. 269. Ste. 86. *Addison*, 'Con.' 616.

10. 'In the cases of finding of goods, bailment, and lien, the property of goods is vested in one party only, although the right to their immediate possession may be in another party, and the actual possession in a third.' Explain this.

Will. P.P. 32, 22-32. *Armory v. Delamerie*, 1 *Smith*, L.C. 357. Ste. 10.

J.

1. Mention the constituent ingredients in a simple contract, and exemplify each of them.

Chitty, ch. i. s. 1. Smith, C.L. 53, 51, 48. Ste. 54, 55 *note*. Addison, 'Con.' 1.

2. Within what limits are trusts for the accumulations of income confined ?

Williams P.P. 281, 282. Ste. 13. Ste. vol. i. 555.

3. Under what circumstances may an action *ex contractu* lie against an agent, upon a written contract signed by him ?

Collen v. Wright, 8 E. and B. 647. Smith, 'Mer. Law' (7th ed.) 163, 165, 166. Smith, C. L. 439. Ste. 66, 67, 68. Broom 535.

4. What are the principal changes introduced by the Married Women's Property Act, 1870, in regard to personalty ?

33 and 34 Vict. c. 93. Smith, C.L. 554. Ste. 271. Williams P. P. 389.

5. Discuss the following cases :—

(1) A delivers goods to a carrier named by B, in pursuance of a contract of sale made with B. A then hears B is insolvent.

(2) P gives a horse, without consideration, to Q, and Q takes it to his stable. P revokes the gift.

(3) P does not part with possession of the horse, but declares he holds it in trust for X.

(1) Will. P.P. 44, (2) 35, (3) *Ellison v. Ellison*, 6 Ves. 656. Will. P.P. 35.

6. What is the effect of an unauthorised alteration in the case of—

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(1) A bill of exchange ?

(2) A deed ?

Broom, C.I., 484-486. *Pigot's Case*, 11 Rep. 27 a. *Master v. Miller*, S. L. C. i. 871. *Aldous v. Cornwell*, L. R. 3 Q. B. 573. Williams P. P. 94.

7. Under what circumstances may executors and administrators obtain assistance from the Chancery Division ?

Ste. 204 *note*. Wharton 345. Smith, Eq. 211

8. 'In an action upon a bond, the obligee must assign the breaches which have been made by the obligor.' Illustrate this statement.

Ste. 111. Rosc. 499. Williams P.P. 116.

9. State and criticise the existing law of debtor and creditor.

Williams P.P. 117-120. 32 and 33 Vict. c. 62.

10. Contrast the principles of the bankrupt laws in English and Roman law.

Gaius, Poste 277. Wharton 105. Gaius, Poste 346 (2nd ed.).

11. What contracts in Roman law would be included in our 'bailment' ?

Ste. 81 *note*. Gaius, Poste 344. Wharton 101. Gaius, Poste 423 (2nd ed.)

SPECIAL QUESTIONS ON THE LAW OF CONTRACTS.

I.

1. Trace briefly the steps by which the idea of a contract, in its mature form, was evolved in the Roman jurisprudence. What is the essence of a contract according to Pothier?

Maine's 'An. Law,' chap. ix. Gaius, Poste 356 *et seq.* (2nd ed.).
Pothier, 'Oblig.' Part I. c. i. s. 1. art. i.

2. 'Every contract consists of a request on one side, and an assent on the other.' What are the doctrines of our law with respect to—

- (1) An implied promise?
- (2) An implied request?
- (3) Assent?

Leake, 'Con.' 39, 41, 12. Pollock 28, 9-27. Addison 1050, 15.
Smith, C.L. 169, 165, 126.

3. What is, and what is not, simony? Explain the state of the law with respect to resignation bonds.

Addison, 'Con.' 202. Smith 245, 248. Wharton 842, 799. *Walsh v. Bishop of London*, L. R. 10 C.P. 518. Chit. 'Con.' 657.

4. Explain the doctrine as to *nudum pactum* in the English and Roman systems of law.

Pollock 149 *et seq.* Addison 2-10. Chit. 'Con.' 17 and *note*. Poste 361 (2nd ed.).

5. To what extent is a married woman capable of binding herself by contract ?

Pollock 56 *et seq.* M. Women's Prop. Act, 1870. Addison, 'Con.' 125-137. Smith 292. Chit. 'Con.' 157-174.

6. State the facts and the decisions in—

(1) *Collins v. Blantern*.

(2) *Cornwfort v. Fowke*.

1 Sm. L. C. 369. 6 M. and W. 358. Pollock 266, 482.

7. When is an agent personally liable on a contract ?

Pollock 431. Addison 61, 69. Chit. 'Con.' 206.

8. A owes B 50*l.* C. writes and signs a paper in these words:—'I promise A to discharge the debt due from him to B.' Assuming C's promise to be founded on a valuable consideration, examine the question of his liability to B.

Pollock 190. *Twedle v. Atkinson*. 30 L. J. Q. B. 265. Pollock 167. Addison 23 *et seq.*

9. What is the meaning of legal fraud ?

Pollock 471. Chit. 'Con.' 633, 634. Wharton 384. Smith, 'Con.' 206.

10. Discuss the following cases:—

(1) A railway company advertised a train to run from P to Q at 7.20. A, an intending passenger, applies to the agent of the company to be carried from P to Q, and is informed the train has ceased to run.

(2) A debt is due from B to A, but there is also a debt due from A to B, which B might set off in an action by A. A assigns the first debt to C, without telling him of the set-off. Is B entitled to the set-off as against C ?

(1) *Denton v. G. N. Ry. Co.*, 25 L. J. Q. B. 129. But see *Gerhard v. Bate*, 22 L. J. C. P. 364. (2) *Cavendish v. Greaves*, 24 Bea. 163.

II.

1. Distinguish between 'a contract' and an agreement. Define a contract.

Austin 325, 309 *note*. Maine, 'An. Law' 323. Savigny, 'Syst.' § 140 (iii. 309) agreement = *vertrag*. Pollock 5. Indian Contract Act, 1872, sect. 2. Gaius, *Poste* 360 (2nd ed.).

2. '*Nuda pactio obligationem non parit*.' How far does this doctrine hold good in English law?

Pollock 546 *et seq.*, 577. Chit. 'Con.' 38, 39. Smith, C. L. 138. *Eastwood v. Kenyon*, 11 E. and A. 438.

3. Explain clearly (1) 'implied,' (2) 'parol,' (3) 'unilateral,' (4) 'voidable,' contract. What difficulties and confusions have arisen from the use of the term 'implied contract' in two different senses?

Pollock 28. Leake 97. Addison 1. Pollock 7. Maine, 'An. Law' 343. Pollock 28, 29. Austin 946, 948, 1017.

4. What is meant by a consideration? Compare the English rules respecting it with the Roman law. Is it correct to say, (1) bills and (2) deeds, respectively, require no consideration?

Leake 10. Pollock 147 *et seq.* Leake 311, 84, 121, 130. Smith, 'Con.' 151, 12.

5. How are contracts affected by their consideration being (1) executed, (2) inadequate, (3) illegal?

Leake 10, 23, 311, 322, 405. Chit. 'Con.' 49, 19, 18. Smith, 'Con.' 164, 147, 176.

6. At what moment is a contract made by letter between A in London and X in Liverpool complete? Suppose that A's letter accepting X's offer is lost in the

post, and never reaches X. Will there be a binding contract between X and A?

Addison 17. Pollock 13. *Adams v. Lindsell*, 1 B. and Ald. 681.
Taylor v. Merchants Fire Co. &c. 9. How. S.C. 390. Leake 18.

7. On what contracts made during infancy can a person be made liable after he has attained his majority? Can an infant, in any case, be sued on contracts made by him?

Pollock 32 *et seq.* Smith, 'Con.' 268 *et seq.*

8. When and how can corporations contract?

Pollock 84 *et seq.* Leake 250 *et seq.* Addison 82, 83, &c. Smith, 'Con.' 315 *et seq.*

9. What, generally speaking, is the measure of damages in actions of contract?

Leake 564. Chit. 'Con.' 825-828. Wharton 249.

10. What formalities are required to complete the following :—

(1) A wishes to contract to sell B a growing crop of mowing grass, during a limited time and for a given purpose.

(2) Agreement between two persons to marry.

(3) Agreement to hire a servant, the service to begin next Easter.

(1) *Crosby v. Wadsworth*, 6 East. 602, (2) *Cork v. Baker*, 1 Str. 34.
(3) *Bracegirdle v. Heald*, 1 B. and Ald. 722.

III.

1. Is the power of contracting through an agent wider or narrower in the Roman than the English law, and in what respects?

Gaius, Poste (2nd ed.) 429-434. Pollock 429 *et seq.* Story 'on Agency' 2-3. Addison 698.

2. Of what sorts of contracts will courts of equity grant specific performance, and on what grounds?

Austin 807, 808. Haynes 155, 157. Pollock 455, 458, 521. Leake 460. Addison 374-381.

3. State fully in what ways a contract may be discharged.

By agreement, alteration of written instrument, performance, tender, accord and satisfaction, payment, release, merger, estoppel, arbitration and award, statutes of limitation, set-off, bankruptcy. Addison 235-310.

4. Give an outline of the effect of the equitable doctrine of undue influence on contracts.

Pollock 503 *et seq.* Snell 379-384. Watson 286 *et seq.*

5. What were the agreements of imperfect obligation in Roman law? How far are such agreements recognised in our own jurisprudence?

Gaius, Poste 359 (2nd ed.). Pollock 546 *et seq.*

6. Explain and illustrate the maxims:—

(1) *Ratihabitio retrotrahitur et mandato æquiparatur.*

(2) *Delegata potestas non potest delegari.*

Broom, under these maxims. Story 14. Chit. 'Con.' 200, 16. Stephen's vol. ii. 67, 68.

7. Subject to what limitations is the rule of merger applied in simple contracts?

Byles (7th ed.) 202. Sugden V. and P. (14th ed.) 676, 679. Chit. 'Con.' 7, 723. Smith, 'Con.' 23, 24.

8. What are the correlative rights and liabilities of the borrower and lender of a personal chattel?

Coggs v. Bernard, 1 Smith, L. C. 188. Smith, 'Con.' 159. Chit. 'Con.' 438.

9. When is a person unable to contract by means of an agent?

In certain cases a married woman. *Crofts v Middleton*, 8 D., M., and G. 192. Ratification of a contract made in infancy. (But see the Infants' Relief Bill.) See also *Hyde v. Johnson*, 2 Bing. N. C. 776. Smith, 'Con.' 381.

10. Discuss the following cases:—

(1) *Cutter v. Powell*.

(2) *Fox v. Mackreth*.

(3) *Keppel v. Bailey*.

1 Smith, L.C. 350. 6 T.R. 320. Pollock 215, 216, and 2 M. and K. 527.

IV.

1. Contrast the doctrines of Roman and English law, as to the necessary existence of 'a consideration' in a contract.

Pothier, Appendix No. 2. Gaius, Poste (2nd ed.) 659. Pollock 147. Mackenzie 218 (2nd ed.).

2. '*Modus et conventio vincunt legem*.' Within what limits is the doctrine confined in English law?

Broom's 'Maxims' 620. Chit. 'Con.' chap. iv.

3. A, a lessor, covenanted with B, a lessee, that *neither he nor his heirs nor his assigns would allow any*

buildings on a piece of land of the lessor's, fronting the demised premises. A railway company, under compulsory powers, afterwards purchased this piece of land, and built a station on it. What rights has B against A ?

Baily v. De Crespigny, L. R. 4 Q. B. 180.

4. When is a master liable for contracts made by his servant ?

Ste. vol. ii. 236, 234. Chit. 'Con.' 196. Broom, C.L. 523 *et seq.* Smith, 'Con.' 510.

5. What is the doctrine laid down in *Waugh v. Carver* on the liability of one who shares in the profits of a partnership, to the creditors of that partnership ? How has that doctrine been modified by subsequent decisions and by statute ?

1 Smith, L.C. The rule is modified by *Cox v. Hickman*, 8 H. L. 268, and *Bullen v. Sharp*, L. R. 1 C.P. 86. See also 28 and 29 Vict. c. 8. Lindley 34-47.

6. Are the following agreements enforceable ?

(1) A promise to give 5*l.* if the horse he is buying from the promisee is lucky, or the buying of another horse.

(2) Agreement to furnish evidence on terms of sharing property recovered by the litigation.

Guthing v. Lynn, 2 B. and Ad. 232. *Stanley v. Jones*, 7 Bing. 369, 377.

7. Under what circumstances does the payment of money by the plaintiff to the use of the defendant, independently of any agreement between the parties, furnish a ground of action ?

Leake 40. Addison 1057. Chit. 'Con.' 552.

8. When is an infant liable on a contract ? What are and what are not necessities ?

Leake 226. Addison 115, 116. Pollock 45-47. Broom, C. L. 326, 572-574.

9. What is the effect of illegality on a contract—

(1) When it is subsequent to the execution?

(2) When it is partial?

Chit. 'Con.' 48. Leake 411, 409. Smith, 'Con.' 18.

10. A contract was made for the sale by the plaintiff to the defendant of a cargo of cotton, 'to arrive ex *Peerless* from Bombay.' There were two ships of the same name then sailing from Bombay, and the plaintiff meant one and the defendant the other. Is there a valid contract?

Raffles v. Wichelhaus, 2 H. and C. 906. 33 L. J. Ex. 160.

V.

1. Examine the English and Roman law methods of classifying contracts.

Green, Analytical Table, xii. Smith, 'Con.' 1 *et seq.* Broom, C. L. 257 *et seq.* Smith, C. L. 48, 49, 50, 51. Gaius, Poste 358 *et seq.*

2. Illustrate, by cases, the species of error which will avoid a contract.

Pollock 358 *et seq.* Addison 231. Chit. 'Con.' 110. *Bilbie v. Lumley*, 2 East. 469, *Ld. Ellenborough*. Wharton 597.

3. Classify the various defences which may be pleaded to an action for breach of contract, explaining the nature of those which appear to require any explanation.

Chit. 'Con.' 660-814. Leake 413, 424, 435, 451, 460, 465, 471, 497, 506, 514, 521, 545, 555, 581. Addison 264, 267, 268, 278, 279, 286, 291 *et seq.*

4. What are the rights of a principal on a contract made by his agent? Quote cases on the subject.

Leake 302. Pollock 429. Broom C.L. 529 *et seq.* Addison 38.

5. Sketch the form of a policy of marine assurance, indicating the order of the various usual clauses and provisions.

Smith, 'Merc. Law' 348. Arnould 17. Smith, C.L. 374 *et seq.*

6. Compare English and Roman law in the following particulars :—

(1) The contract of partnership with that of *societas*.

(2) The contract of *mandatum* with that of agency.

(3) Contracts made by infants.

Gaius, *Poste* (2nd ed.) 425, 432, 148 *et seq.*, 119. *Cumm.* 71. Smith 394, 355, 268. Mackenzie 228, 225 (2nd ed.).

7. On what principles would the following evidence be admitted or excluded ?

(1) A contract in writing with B for the sale of a bay horse for 50*l.* Evidence offered that the parties meant a grey mare.

(2) In consideration of 50*l.*, A undertakes, in writing, to go to York. Evidence that the next day, in consideration of 10*l.* more, Edinburgh was substituted.

(3) A bill of exchange, drawn for — *l.* Evidence offered that 100*l.* was meant.

Leake 103. Pollock 421 *et seq.* Addison 179–182.

8. What sort of acknowledgment is sufficient to take a debt out of the Statute of Limitations ? What is the exact mode in which it operates ?

Leake 533, 529. Pollock 145, 548. Addison 303, 294.

9. *EMPTIO ET VENDITIO CONTRAHITUR SIMUL ATQUE DE PRETIO CONUENERIT: QUAMVIS NONDUM*

PRETIUM NUMERATUM SIT, AC NE ARRA QUIDEM DATA FUERIT. How far is this doctrine of Roman law true of the English contract of sale?

Ste. vol. ii. 69. Mackenzie 217-224 (2nd ed.). Gaius, Poste (2nd ed.) 416.

10. Discuss the following cases, noticing any differences between the common and statute law affecting them:—

(1) An action on a covenant not to carry on the trade of a dentist in London, or in any of the towns in England or Scotland.

(2) An action to recover an unpaid debt.

(3) Action brought on the following agreement. B agrees to serve A as a courier, from March 1, 1834. On February 26 B engages himself to C, to proceed to Russia. Action brought on February 28.

(1) *Mallam v. May*, 11 M. and W. 653. (2) Smith, 'Con.' 226. (3) *Hochester v. De La Tour*, 2 Ell. and Bl. 678.

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